
Live Stream at <https://www.burlesontx.com/watchlive>

City Hall Council Chambers, 141 W. Renfro, Burleson, TX 76028

1. CALL TO ORDER

Invocation - Allen Christopherson, Pastor of Bethesda Baptist Church

Pledge of Allegiance to the US Flag

Texas Pledge:

Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible

2. PUBLIC PRESENTATIONS

A. Proclamations

B. Presentations

- Book donation to the Mayor's Youth Council from the National Charity League
Burleson/Mansfield Chapter for the Little Free Library.

C. Community Interest Items

This is a standing item on the agenda of every regular meeting of the City Council. An "item of community interest" includes the following:

- Expression of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- Honorary recognitions of city officials, employees, or other citizens;
- Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and
- Announcements involving imminent public health and safety threats to the city.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance. Items to be added to the Consent Agenda require an official vote by the City Council.

4. CITIZENS APPEARANCES

Each person in attendance who desires to speak to the City Council on an item NOT posted on the agenda, shall speak during this section.

A speaker card must be filled out and turned in to the City Secretary prior to addressing the City Council. Each speaker will be allowed three (3) minutes.

Please note that City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the City Council from deliberating or taking action on an item not listed on the agenda. City Council may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy.

Each person in attendance who desires to speak to the City Council on an item posted on the agenda, shall speak when the item is called forward for consideration.

5. **CONSENT AGENDA**

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of the minutes from the January 9, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).
- B. Consider approval of an ordinance amending the City of Burleson code of ordinances Chapters 2, 6, 10, 18, 44, 46, 62, and 86 amending the number of voting members and terms of members. (Final Reading) (*Staff Contact: Amanda Campos, City Secretary*)
- C. Consider approval of an ordinance amending Article II “Fire Department” of Chapter 38 “Fire Prevention” of the City of Burleson Code of Ordinances by repealing and replacing Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department” setting forth that the fire department is no longer a volunteer fire department, that the fire prevention department is a division of the fire department, and that the fire marshal reports to the fire chief. (Final Reading) (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)
- D. Consider approval authorizing \$230,041.52 to CSO#1681-02-2021 a contract with Amilia Technologies (SmartRec) for credit card user fees at the Burleson Recreation Center. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)
- E. Consider approval of a contract with EZGO for the purchase of 480 golf cart batteries to replace the existing batteries on all 80 golf carts at Hidden Creek Golf Course through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$98,107.20. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)
- F. Consider approval of an amended employment agreement with Amanda Campos to act as City Secretary. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)
- G. Consider approval of an amended employment agreement with Bryan Langley to act as City Manager. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)

6. **DEVELOPMENT APPLICATIONS**

- A. 2500 SW Hulen St (TOD Mixed-Use) (Case 22-131):** Hold a public hearing and consider an ordinance for a zoning change request from “PD” Planned Development district, to “PD” Planned Development district, to allow for retail and single-family attached residential development on 35.20 acres. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)*
- B. Razoo’s at 135 W Ellison St. (Case 22-156):** Consider approval of a resolution for a sign variance to allow for a roof sign and two projection signs; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

7. GENERAL

- A. Ordinance Modification for text amendments to Appendix B, Zoning, Article I, Board of Adjustments and Appendix C, Urban Design Standards, Article IV Old Town Design Standards, Old Town Design Standards Committee:** Hold a public hearing and consider an ordinance amending the number of voting members and terms of members for the Board of Adjustments and Old Town Design Standards Committee. *(First Reading) (Staff Presenter: Amanda Campos, City Secretary)*

8. REPORTS AND PRESENTATIONS

9. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

10. RECESS INTO EXECUTIVE SESSION

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
-Real Estate Sales Contract between Marilyn Bleeker and the Burleson Community Services Development Corporation Dated December 12, 2022
-Real Estate Sales Contract between James W. Crouch, Jr. and Katherine Crouch Halwes and the Burleson 4A Economic Development Corporation Dated July 18, 2022
- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
-Approximately 11.705 acres of land out of the H.G. Catlett Survey, Abstract No. 177 in Burleson, Johnson County, Texas near the intersection of SW Hulen St and SW Alsbury Blvd
-Approximately 30.76 acres of land commonly known as 2140 SW Hulen St in Burleson, Johnson County, Texas near the intersection of SW Hulen St and SW Alsbury Blvd
-130 E Renfro St in Burleson, Johnson County, Texas
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. Personnel Matters Pursuant to Section 551.074**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**

- Project Workforce
- CHC Development/CHC Acquisition
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

CERTIFICATE

I hereby certify that the above agenda was posted on this the **18th of January 2023, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos
City Secretary



ACCESSIBILITY STATEMENT

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: January 23, 2023

SUBJECT:

Consider approval of the minutes from the January 9, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on January 9, 2023 for a regular council meeting.

OPTIONS:

- 1) Council may approve the minutes as presented or approve with amendments.

RECOMMENDATION:

Approve.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Name: Amanda Campos, TRMC
Title: City Secretary
Email: acampos@burlesontx.com
Phone: 817-426-9665

BURLESON CITY COUNCIL REGULAR MEETING

January 9, 2023
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Rick Green
Jimmy Stanford
Chris Fletcher
Tamara Payne
Dan McClendon
Ronnie Johnson

COUNCIL ABSENT:

Staff present

Bryan Langley, City Manager
Tommy Ludwig, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Allen Taylor, Jr., City Attorney
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 3:43 PM

Invocation – Ron Williams, Pastor of Faith to Faith Ministries

Pledge of Allegiance to the US Flag

Texas Pledge: *Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible*

2. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and give staff direction regarding regional transportation updates. (*Staff Presenter: Eric Oscarson, Director Public Works*).

Eric Oscarson, Director of Public Works presented regional transportation updates to council.

6. CONSENT AGENDA - MOVED

A. Minutes from the December 12, 2022 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

B. ~~CSO#4070-01-2023, contract with Stolz Telecom for the purchase of nineteen (19) handheld Kenwood radios through a cooperative purchase agreement with~~

~~BuyBoard in the amount not to exceed \$57,699.20. (Staff Contact: Melvin McGuire, Captain) - REMOVED~~

Item 6B was removed from the consent agenda to be discussed and voted on separately.

- C. **Ordinance amending Article II “Fire Department” of Chapter 38 “Fire Prevention” of the City of Burleson Code of Ordinances by repealing and replacing Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department” setting forth that the fire department is no longer a volunteer fire department, that the fire prevention department is a division of the fire department, and that the fire marshal reports to the fire chief. (First Reading) (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- D. **CSO#4071-01-2023, contract with Simplot Turf and Horticulture to purchase fertilizer and chemicals used for maintaining Hidden Creek Golf Course through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$90,000. (Staff Contact: Jen Basham, Director, Parks and Recreation)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- E. ~~Minute order ratifying the Burleson 4A Economic Development Corporation Board’s action taken on approval of a Chapter 380 Agreement between the Burleson 4A Economic Development Corporation and CHC Development for the development of 130 East Renfro Street, Burleson, Texas. (Staff Contact: Alex Philips, Economic Development Director) - TABLED~~

Item 6E was removed from the consent agenda and tabled to a future meeting.

- F. **CSO#4072-01-2023, interlocal agreement with the City of Denton for cooperative purchasing between the cities that will allow, among other cooperative purchases, utilization of an existing City of Denton contract for the maintenance and equipment repair of the City of Burleson’s current outdoor warning system. (Staff Contact: Josh Jacobs, Assistant Fire Chief)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- G. **CSO#4073-01-2023, inter-local agreement for the Tri-County Auto Theft Task Force in partnership with the City of Mansfield, City of Burleson, City of Kennedale, City of Midlothian, City of Alvarado, and the Tarrant County Constable Precinct 7 and authorize the City Manager and the Chief of Police to execute the agreement. (Staff Contact: Billy J. Cordell, Chief of Police)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- H. CSO#4074-01-2023, interlocal agreement with the cities of Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, Watauga, the Benbrook Library District and the Forest Hill Library District for library courier service. (Staff Contact: Sara Miller, Deputy Director-Library)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- I. CSO#4075-01-2023, resolution establishing the City Council's priorities for the 88th Legislative Session. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- J. CSO#4076-01-2023, contract with Kraftsman through a cooperative purchasing agreement with buyboard in the amount of \$88,562.94 for the purchase and installation of three shade structures for the Outdoor Pool at the Burleson Recreation Center. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- K. CSO#4077-01-2023, construction contract with G Rod Construction for the renovation of the Bartlett Park soccer fields in the amount not to exceed \$1,102,968.46. (Staff Contact: Jen Basham, Parks and Recreation Director)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- L. CSO#4078-01-2023, resolution supporting grant funding from the Office of the Governor for renewal of the full-time victim assistant coordinator. (Staff Contact: Billy J. Cordell, Chief of Police).**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

6. CONSENT AGENDA – REMOVED

- B. CSO#4070-01-2023, contract with Stolz Telecom for the purchase of nineteen (19) handheld Kenwood radios through a cooperative purchase agreement with**

BuyBoard in the amount not to exceed \$57,699.20. (Staff Contact: Melvin McGuire, Captain)

Motion made by Jimmy Stanford and seconded by Tamara Payne to approve.

Motion passed 7-0.

10. RECESS INTO EXECUTIVE SESSION - MOVED

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. Personnel Matters Pursuant to Section 551.074**
 - Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Manager
 - Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Secretary
 - Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Attorney
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**
 - Project Workforce
 - Project Facelift
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

Motion was made by Victoria Johnson and seconded by Dan McClendon to convene into executive session. **Time: 4:17 p.m.**

Motion passed 7-0.

Motion was made by Victoria Johnson and seconded by Rick Green to reconvene into open session. **Time: 6:26 p.m.**

Motion passed 7-0.

3. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- None.

C. Community Interest Items

- City of Burleson, General Election is May 6, 2023; filing dates January 18 through February 17, 2023, Monday-Friday, 8am-5pm.
- Burleson Independent School District Election, filing dates January 18 through February 17, 2023.
- Recognized city accomplishment for 2022.
- Recognized law enforcement.

4. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- 6E tabled.

B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.

- None.

5. CITIZEN APPEARANCES

- Ken Richardson, 1132 Hidden Glen Court, Burleson, came forward to discuss city savings by using volunteers.
- Bill Janusch, 117 NE Clinton Street, Burleson, came forward with concerns of drainage.

6. CONSENT AGENDA

- A. Minutes from the December 12, 2022 regular council meeting. (Staff Contact: Amanda Campos, City Secretary).**
- B. ~~CSO#4070-01-2023, contract with Stolz Telecom for the purchase of nineteen (19) handheld Kenwood radios through a cooperative purchase agreement with BuyBoard in the amount not to exceed \$57,699.20. (Staff Contact: Melvin McGuire, Captain) - REMOVED~~**
- C. Ordinance amending Article II “Fire Department” of Chapter 38 “Fire Prevention” of the City of Burleson Code of Ordinances by repealing and replacing Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department” setting forth that the fire department is no longer a volunteer fire department, that the fire prevention department is a division of the fire department, and that the fire marshal reports to the fire chief. (First Reading) (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)**
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- G. CSO#4073-01-2023, inter-local agreement for the Tri-County Auto Theft Task Force in partnership with the City of Mansfield, City of Burleson, City of Kennedale, City of Midlothian, City of Alvarado, and the Tarrant County Constable Precinct 7 and authorize the City Manager and the Chief of Police to execute the agreement. (Staff Contact: Billy J. Cordell, Chief of Police)
- H. CSO#4074-01-2023, interlocal agreement with the cities of Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, Watauga, the Benbrook Library District and the Forest Hill Library District for library courier service. (Staff Contact: Sara Miller, Deputy Director-Library)
- I. CSO#4075-01-2023, resolution establishing the City Council's priorities for the 88th Legislative Session. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)
- J. CSO#4076-01-2023, contract with Kraftsman through a cooperative purchasing agreement with buyboard in the amount of \$88,562.94 for the purchase and installation of three shade structures for the Outdoor Pool at the Burleson Recreation Center. (Staff Contact: Jen Basham, Director of Parks and Recreation)
- K. CSO#4077-01-2023, construction contract with G Rod Construction for the renovation of the Bartlett Park soccer fields in the amount not to exceed \$1,102,968.46. (Staff Contact: Jen Basham, Parks and Recreation Director)
- L. CSO#4078-01-2023, resolution supporting grant funding from the Office of the Governor for renewal of the full-time victim assistant coordinator. (Staff Contact: Billy J. Cordell, Chief of Police).

Consent agenda was moved and voted on after item 2B above.

7. DEVELOPMENT APPLICATIONS

- A. CSO#4079-01-2023, ordinance for a zoning change request from "PD", Planned Development, to "GR" General Retail with a SUP, Specific Use Permit, allowing "Automobile fuel sales" in specific plan area 1, "Spinks" of the IH35 Overlay district located at QuikTrip at 449 E Renfro (Case 22-105). (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)

Tony McIlwain, Development Services Director, presented Case 22-105 to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:43 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:44 p.m.**

Motion made by Dan McClendon and seconded by Jimmy Stanford to approve.

Motion passed 7-0.

- B. Site plan for QuikTrip with waivers to the IH35 parking setback, Section 5-51, Article V of Appendix C, IH35 Design Standards, and the minimum driveway spacing, Section 5.5 – Streets and Site Standards, Table 1 of the Engineering Design Manual at QuikTrip at 449 E Renfro (Case 22-106). (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval of staff's recommendation by unanimous vote)**

Tony McIlwain, Development Services Director, presented Case 22-106 to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:50 p.m.**

Tommy Vilbig, 400 Chisolm Place, civil engineer on the project came forward.

Mayor Fletcher closed the public hearing. **Time: 7:00 p.m.**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve with parking setback and developer recommended driveway approach.

Motion passed 7-0.

- C. CSO#4080-01-2023, resolution for a variance to allow a pole sign; Chapter 63, Sign Regulations at QuikTrip at 449 E Renfro (Case 22-120). (Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)**

Tony McIlwain, Development Services Director, presented Case 22-120 to the city council.

Bryan Clark, 8700 Freeport Parkway, Irving, representing QuikTrip came forward.

Motion made by Tamara Payne and seconded by Dan McClendon to approve.

Motion passed 7-0.

- D. CSO#4081-01-2023, ordinance for a zoning change request from "A", Agricultural to "PD", Planned Development for a 4.13 acre site at 4139 S Burleson Blvd (Case 22-145). (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission motion for approval passed 7-0).**

Tony McIlwain, Development Services Director, presented Case 22-145 to the city council.

Mayor Fletcher opened the public hearing. **Time: 7:12 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 7:13 p.m.**

Motion made by Dan McClendon and seconded by Jimmy Stanford to approve.

Motion passed 7-0.

- E. Resolution for a sign variance to the setback of a pylon sign; Chapter 63, Sign Regulations at McNairn Plaza at 826 SW Wilshire Blvd (Case 22-143). (Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.) - TABLED**

Tony McIlwain, Development Services Director, presented Case 22-143 to the city council.

Tony Filley, 2525 McKinnon, Dallas, came forward to answer questions that council may have.

Motion made by Dan McClendon and seconded by Tamara Payne to table.

Motion passed 7-0.

8. GENERAL

Amanda Campos, City Secretary, announced items 8A and 8B would be presented together but voted on separately.

- A. CSO#4082-01-2023, ordinance amending the City budget for fiscal year 2022-2023 by increasing appropriations in the Hotel Motel Fund in the amount of \$368,000 for Plaza Visitor Parking Lot and network infrastructure improvements, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. (First and Final Reading) (Staff Presenter: Martin Avila, Director of Finance)**

Errick Thompson, Deputy Director of Public Works, presented items 8A and 8B to the city council.

Motion made by Tamara Payne and seconded by Jimmy Stanford to approve.

Motion passed 7-0.

- B. CSO#4083-01-2023, construction contract with 2L Construction, LLC for reconstruction of the Plaza Visitor Parking Lot in the amount of \$437,487.30. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

Item 8B was presented and discussed with item 8A above.

Motion made by Jimmy Stanford and seconded by Tamara Payne to approve.

Motion passed 7-0.

- C. CSO#4084-01-2023, construction contract with JR West Texas Concrete, LLC for construction of the Neighborhood Street Reconstruction (W King, N Warren, & NE Johnson Ave) Project in an amount not to exceed \$1,800,476.52. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

Errick Thompson, Deputy Director of Public Works, presented a contract to the city council.

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- D. CSO#4085-01-2023, Funding Interlocal Agreement with Tarrant County for the Design and Construction of the Stone Rd. / Village Creek Parkway Widening Project in the amount of \$3,030,000. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

Errick Thompson, Deputy Director of Public Works, presented an agreement to the city council.

Motion made by Dan McClendon and seconded by Rick Green to approve.

Motion passed 7-0.

- E. CSO#4086-01-2023, Engineering Services Contract with Freese and Nichols Inc. for the design of the Stone Rd. / Village Creek Parkway Widening and Reconstruction project in an amount not to exceed \$380,595. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

Errick Thompson, Deputy Director of Public Works, presented a contract to the city council.

Motion made by Dan McClendon and seconded by Jimmy Stanford to approve.

Motion passed 7-0.

- F. Ordinance amending the City of Burleson code of ordinances Chapters 2, 6, 10, 18, 44, 46, 62, and 86 amending the number of voting members and terms of members. (First Reading) (Staff Presenter: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented an ordinance to the city council.

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Harvest House – solution for after-hours donation drop off outside.

10. RECESS INTO EXECUTIVE SESSION

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
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- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. Personnel Matters Pursuant to Section 551.074**
 - Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Manager
 - Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Secretary
 - Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Attorney
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**
 - Project Workforce
 - Project Facelift
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

- No need for a second Executive Session.

ADJOURNMENT

Motion made by Ronnie Johnson and Rick Green to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 8:04 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: January 23, 2023

SUBJECT:

Consider approval of an ordinance amending the City of Burleson code of ordinances Chapters 2, 6, 10, 18, 44, 46, 62, and 86 amending the number of voting members and terms of members. (Final Reading) (*Staff Contact: Amanda Campos, City Secretary*)

SUMMARY:

The city council considered this ordinance on first reading at the January 9, 2023 council meeting and moved to approve the amendments. The ordinance passed on first reading and now requires this final reading for full passage. Once approved the ordinance will be published in accordance with city requirements and be effective April 1, 2023.

The city council reviewed and discussed the current structure of all the city's boards, commissions, and committees with the goal in mind to increase community participation. The review covered the number of members, the qualifications, total number of existing boards, commissions, and committee, the term limits, and the absence rule.

The city council agreed the number of members appointed to each board, commission, and committee should be increased to 9 voting members. The qualifications, the absence rule, and number of existing boards, commissions, and committees should remain unchanged.

The city council agreed the term limits should be modified by changing the current term limits from 3 full terms to 2 full terms for all boards, commissions, and committee except the planning and zoning commission and youth members. The proposed amendments would change 3 full 3 year terms to 2 full 3 year terms. The planning and zoning commission terms will remain unchanged and continue to be 3 full 3 year terms. All youth member terms would change to a 1 year term with no term limits.

The transition of the these changes will be as follows:

1. Each current term of all member of all boards, commissions, and committee would remain the same as they currently are.
2. Term limits will effect members when their current term is over and under review and consideration for re-appointment.

3. The number of members will increase to 9 voting members after final approval of the ordinance (January 23, 2023) and required publication of ordinance in both a newspaper and website. Would suggest council provide for a publication date of April 1, 2023 to allow time to appoint members to the vacancies created by added numbers.

Example:

All boards except Planning & Zoning commission

Board member A current term of appointment is 2021-2024 and it is their first appointment. In 2024 if the member would like to continue to serve they would be eligible to serve another term (3 more years). Their next term would be 2024-2027 and would be their last term to serve. This would be a total of 6 years of service on that board.

Board member B current term of appointment is 2021-2024 and it is their 2nd appointment. In 2024 this member would not be able to serve another term on this board because the new term limit is 6 years. This member would serve a total of 6 years on this board.

Board member is a youth current term is 2021-2024, the youth would remain on the board serving their current term until 2024. In 2024 if they wish to continue to serve they are eligible for re-appointment but for a one year term, 2024-2025, however there are no term limits and they may serve as long as they are eligible by age. Most youth members do not serve 6 years because they are prohibited by age to serve past 17 (unless they are a senior in high school graduating when they are 18).

The proposed amendments require changes to several portions of the code of ordinance to accomplish. Chapter 2 Boards, Commissions and Committees will be amended to reflect the changes to the general rules for all boards, commissions, and committees, and will be referenced through the code of ordinances in several chapters.

Several boards, commissions, and committees when initially created were placed in portions of the code that directly reflected their purpose, therefore several portions of the code must be amended to accomplish the amendments. The chapters are as follows:

- Chapter 6 Animal Care and Control for the Animal Shelter Advisory Committee
- Chapter 10 Buildings and Building Regulations for the Building Codes and Standards Board
- Chapter 18 Cemeteries for the Cemetery Advisory Board
- Chapter 44 Water and Wastewater Impact Fees for the Capital Improvements Advisory Committee
- Chapter 46 Library for the Library Board
- Chapter 62 Planning and Development for the Planning and Zoning Commission
- Chapter 86 Landscaping, Trees and Vegetation for the Tree Board (composed of the Park Board members)

The ordinance amendment will require 2 separate readings, the first reading at this January 9, 2023 meeting with the final reading considered at the January 23, 2023 regular council meeting. After the final reading, if approved, Council Policy # 40 City Boards, Commissions, and Committee appointment process will be followed to implement the changes. The City Secretary's Office will review all members terms and communicate how the amendment will effect their service.

The Zoning Board of Adjustments and the Old Town Design Standard Review Committee require a public hearing and recommendation by the Planning and Zoning Commission because these boards were established in Appendix B, Zoning and Appendix C, Urban Design Standards of the code of ordinances. Any amendments to these appendix require this action. These are in the process and will be heard by the Planning & Zoning Commission on January 17, 2023 and presented to city council on January 23, 2023.

OPTIONS:

- 1) City council may approve the ordinance as presented
- 2) City council may approve the ordinance with amendments
- 3) City council may deny the ordinance

RECOMMENDATION:

Staff recommends approval to accomplish the amendments expressed by the city council.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com
817-426-9665



City of Burleson Boards & Commission

January 23, 2022 Council Meeting

Board/Commission/Committee Changes Overview

Term limits

Full term = 3 years

Current term limit = 3 full (9 years)

New term limit = 2 full (6 years)

Exception:

Planning & Zoning no change = 3 full (9 years)

Youth members

New Full term = 1 year

New term limit = No term limit

Number of Members

Current number = 5 to 7 (varies)

Voting members = varies alternates do not vote

New number = 9 voting members for ALL

An Ordinance amendment is required.
Ordinances require two readings at two separate meetings.

January 9 1st reading

January 23 Final reading

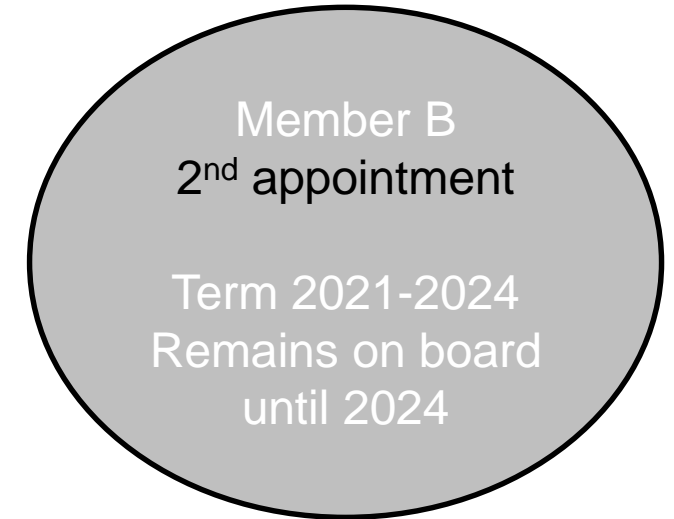
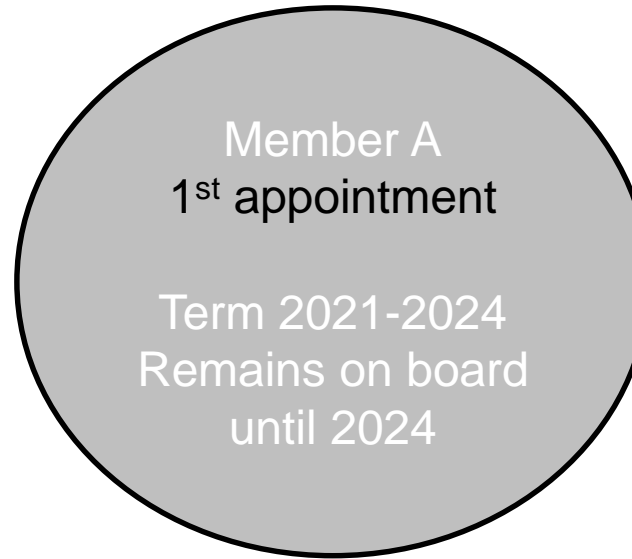
Ordinance will have an effective date of April 1, 2023. Allows time to go through appointment process.

Transition – term limits – All except P&Z and Youth

Term Transition

All members remain in their current term

Term change becomes effective at the next time for re-appointment



Appointments in 2024

Member A – served 1 full term 3 years – Can be re-appointed for another full term

Member B – served 2 full terms 6 years – Cannot be re-appointed for another full term

Both members are eligible to be appointed to another board/commission/committee if they apply.

Transition – term limits – Planning & Zoning

Member A P&Z
1st appointment

Term 2021-2024
Remains on board
until 2024

**NO CHANGES
TO CURRENT TERMS**

Member B P&Z
2nd appointment

Term 2021-2024
Remains on board
until 2024

Appointments in 2024

Member A – served 1 full term 3 years – Can be re-appointed for another full term

Member B – served 2 full terms 6 years – Can be re-appointed for another full term

Both members are eligible to be appointed to another board/commission/committee if they apply

Transition – term limits – Youth

Term Transition

All members remain in their current term

Term change becomes effective at the next time for re-appointment

Youth Member

Term 2021-2024
Remains on board
until 2024

Appointments in 2024

Youth member– served 1 full term 3 years – Can be re-appointed for a 1 year term

Youth member – served 2 full terms 6 years – Can be re-appointed for a 1 year term

No term limits – must remain eligible. All boards/commission/committee must be 13 to 17 years of age.

Transition – 9 Voting members

- Review all boards/commission/committee to obtain how many new appointments are needed
- Follow Council Policy #40 for appointment process

Advisory
Committee on
People
w/disabilities

Animal Shelter
Advisory

Building &
Standards

Capital
Improvement
Advisory

Cemetery

Old Town Design
Standards

Library Advisory

Parks &
Recreation

Planning &
Zoning
commission

Zoning Board of
Adjustments

Zoning Board of Adjustments & Old Town Design Standards Review Committee

Found in Appendix B –Zoning and Appendix C – Urban Design Standards

- Require a Public Hearing - Planning & Zoning Commission and City Council
- January 17, 2023 Planning & Zoning Commission
- January 23, 2023 City Council Public hearing and 1st reading of Ordinance
- February 6, 2023 City Council final reading of Ordinance
- All new members appointed by April 1, 2023 following City Council Policy #40

Action Requested:

Approve ordinance amending City of Burleson Code of Ordinances Chapters 2, 6, 10, 18, 44, 46, 62, and 86 amending number of voting members and terms of members on first reading.

ORDINANCE

AN ORDINANCE AMENDING THE CITY OF BURLESON CODE OF ORDINANCES BY AMENDING SECTIONS 2-31 (APPOINTMENTS; TERMS; REMOVAL; EXCEPTIONS), 2-36 (ADVISORY COMMITTEE ON PEOPLE WITH DISABILITIES), AND 2-37 (PARK BOARD) OF CHAPTER 2 (ADMINISTRATION) BY INCREASING THE NUMBER OF VOTING MEMBERS ON CITY BOARDS, COMMISSIONS, AND COMMITTEES TO NINE AND TO LIMIT THE NUMBER OF CONSECUTIVE TERMS A MEMBER MAY SERVE ON ANY BOARD, COMMISSION, AND COMMITTEE TO TWO, EXCEPT FOR THE PLANNING AND ZONING COMMISSION AND FOR YOUTH MEMBERS, AND REESTABLISHING THE PARK BOARD; SECTION 6-16 (ANIMAL SHELTER ADVISORY COMMITTEE) OF CHAPTER 6 (ANIMAL CARE AND CONTROL) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE ANIMAL SHELTER ADVISORY COMMITTEE; SECTIONS 10-76 (APPOINTMENT AND TERMS) AND 10-78 (ORGANIZATION) OF CHAPTER 10 (BUILDINGS AND BUILDING REGULATIONS) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE BUILDING CODES AND STANDARDS BOARD; SECTIONS 18-2 (DEFINITIONS) AND 18-3 (CEMETERY ADVISORY BOARD; CREATED AND ESTABLISHED) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE CEMETERY BOARD; SECTION 44-54 (DEFINITIONS) OF CHAPTER 44 (IMPACT FEES) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE; SECTIONS 46-31 (CREATED AND ESTABLISHED; NUMBER OF MEMBERS; COMPENSATION) AND 46-32 (APPOINTMENT; TERMS) OF CHAPTER 46 (LIBRARY BOARD) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE LIBRARY BOARD; SECTIONS 86-51 (CREATION AND ESTABLISHMENT) AND 86-52 (TERM OF OFFICE) BY MAKING SUCH CHANGES TO THE NUMBER OF MEMBERS AND TERMS TO THE TREE BOARD; AND SECTIONS 62-32 (MEMBERSHIP; APPOINTMENT; ATTENDING MEETINGS; COMPENSATION; REMOVAL FOR ABSENCE) AND 62-33 (TERMS OF OFFICE) OF CHAPTER 62 (PLANNING AND DEVELOPMENT) BY INCREASING THE NUMBER OF VOTING MEMBERS ON THE PLANNING AND ZONING COMMISSION TO NINE AND TO LIMITING THE NUMBER OF CONSECUTIVE TERMS A MEMBER MAY SERVE ON THE COMMISSION TO THREE, EXCEPT FOR THE YOUTH MEMBERS FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council desires to increase the number of voting members to nine (9) on certain boards, commissions, and committees in the City, specifically the Advisory Committee on People with Disabilities, Park Board, Animal Shelter Advisory Committee, Building Codes and Standards Board, Cemetery Advisory Board, Capital Improvements Advisory Committee, Library Board, Planning and Zoning Commission, and Tree Board; and

WHEREAS, including the non-voting, ex-officio youth member on the Planning and Zoning Commission, the City Council desires to increase the number of members to ten (10) on the Planning and Zoning Commission; and

WHEREAS, except for the Planning and Zoning Commission and for youth members, the City Council desires to limit the number of consecutive terms a member may serve on any board, commission, and committee to two (2); and

WHEREAS, except for youth members, the City Council desires to limit the number of consecutive terms a member may serve on the Planning and Zoning Commission to three (3); and

WHEREAS, the City Council desires to amend its ordinances as provided herein; and

WHEREAS, the City Council hereby finds and determines that the amendments and regulations set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, welfare, morals, and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

Chapter 2 “Administration,” Article II “Boards, Commissions, Committees” is hereby amended by repealing and replacing Section 2-31 “Appointments; terms; removal; exceptions” to read as follows:

“Sec. 2-31. Appointments; terms; removal; exceptions.

- (a) All appointments to boards, commissions, and committees of the city will expire on October 1 of the year in which they would ordinarily expire. The terms shall be for three years except youth members whose term shall be one (1) year. These appointment dates will apply to all boards, commissions, and committee created by the city council.
- (b) Prior to all appointments, the city secretary shall report, in writing to the city council, the following information:
 - (1) The number of times each board has met since the beginning of that appointment year.
 - (2) The attendance record of all board members on each board, and further report any vacancies which have not been filled during the preceding appointment year.

- (c) The city council may, for cause, remove a board member at any time.
- (d) The term of each member shall not exceed two (2) consecutive full terms and a member must have remained off of that particular board, commission, or committee for one (1) full term before the member can be reappointed. Planning and Zoning commission members terms shall not exceed three (3) consecutive full terms. Youth members terms have no limit except that they must remain qualified members.
- (e) Number of members for each board, commission or committee shall be nine (9) voting members."

Section 2

Chapter 2 "Administration," Article II "Boards, Commissions, Committees" is hereby amended by repealing and replacing Section 2-36 "Advisory Committee on People with Disabilities" to read as follows:

"Sec. 2-36. Advisory committee on people with disabilities.

- (a) *Creation.* There is hereby created an advisory committee on people with disabilities.
- (b) *Purpose.* The committee is established to encourage, assist, and enable persons with disabilities to participate in the social and economic life of the city, achieve maximum personal independence, and use and enjoy fully all public facilities available within the community.
- (c) *Number of members; terms;.* The committee membership shall be in compliance with Chapter 2, Article II, Section 2-31 (e) for number of members and Section 2-33 (a) for qualifications. Of the committee members, four shall be people with disabilities. Each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).
- (d) *Duties.* The committee shall:
 - (1) Serve as an advisory body to the city council regarding problems affecting disabled persons in the city;
 - (2) Recommend to the city council measures aimed at improving city facilities to accommodate disabled persons;
 - (3) Recommend to the city council measures aimed at improving the ability of various city departments and contractors at providing services for disabled persons; and
 - (4) Perform additional duties and functions as required by the city council."

Section 3

Chapter 2 "Administration," Article II "Boards, Commissions, Committees" is hereby amended by adding Section 2-37 "Park Board" to read as follows:

"Sec. 2-37. Park board.

- (a) *Creation.* The Park Board creation was established in the City Charter and removed through charter election in 2013.
- (b) *Purpose.* The Board was created to recommend to the city council improvements and activities for the parks of the city.
- (c) *Number of members; terms.* The committee membership shall be in compliance with Chapter 2, Article II, Section 2-31 (e) for number of members and Section 2-33 (a) for

qualifications. Each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).”

Section 4

Chapter 6 “Animal Care and Control” is hereby amended by repealing and replacing Section 6-16 “Animal Shelter Advisory Committee” to read as follows:

“Sec. 6-16. Animal shelter advisory committee.

- (a) *Creation.* There is hereby created, pursuant to the Texas Health and Safety Code, § 823.005, an animal shelter advisory committee.
- (b) *Purpose.* The purpose of the committee shall be to assist animal shelters located within the city limits regarding compliance with Chapter 823 of the Health and Safety Code. Additionally, upon request of the city council, the committee may: (i) provide recommendations to the city regarding its compliance with the Texas Rabies Control Act and (ii) recommend ways to improve the efficiency and cost effectiveness of the city's animal control program.
- (c) *Number of members; terms.* The committee shall be in compliance with Chapter 2, Article II, Section 2-31 (e) for number of members and each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).
- (d) *Members.* The composition of the committee shall include at least one licensed veterinarian, at least one municipal official, at least one person whose duties include the daily operation of an animal shelter, and at least one representative from an animal welfare organization. The same person shall not be appointed to fulfill more than one of these requirements. It shall not be required for the representative of the animal welfare organization to reside within the city limits of Burleson or for the agency (s)he represents to be chartered in the City of Burleson. It shall not be required for the licensed veterinarian to reside within the city limits of Burleson if his/her primary veterinary practice is located with the city limits of Burleson.
- (e) *Vacancies.* Members of the committee shall be subject to removal at any time by the city council. Any vacancy in the membership of the committee shall be filled by the city council for the unexpired term of the member whose place has, by removal or otherwise, become vacant. Vacancies shall be filled within 60 days after the city council removes the member or within 60 days after the city council receives notice of the member's resignation.
- (f) *Meetings.* The committee shall meet a minimum of three times per calendar year, as outlined in Texas Health and Safety Code, § 823.005.
- (g) *Quorum.* A quorum of the committee shall consist of a majority of the members, excluding any vacancies. The presence of a quorum of the committee shall be required prior to a meeting being called to order.
- (h) *Voting.* Approval of all items before the committee shall require a majority vote of those in attendance.
- (i) *Rules.* The committee may adopt rules, subject to city council approval, for conduct of its meetings.”

Section 5

Chapter 10 “Buildings and Building Regulations,” Article II “Administration,” Division 3 “Building Codes and Standards Board” is hereby amended by repealing and replacing Section 10-76 “Appointment and Terms” to read as follows:

“Sec. 10-76. Appointment and terms.

- (a) *Membership.* The board membership shall be in compliance with Chapter 2, Article II, Section 2-31(e). The building official shall be an ex officio member of and shall act as secretary to the board, but shall have no vote on any matter before the board..
- (b) *Terms.* The terms of members shall be in compliance Chapter 2, Article II, Section 2-31(d).”

Section 6

Chapter 10 “Buildings and Building Regulations,” Article II “Administration,” Division 3 “Building Codes and Standards Board” is hereby amended by repealing and replacing Section 10-78 “Organization” to read as follows:

“Sec. 10-78. Organization.

The board shall hold an organizational meeting in October of each year. The board shall meet when required to carry out the duties established by this division. The board shall adopt its own rules and procedures and shall keep a record of its proceedings consistent with the provisions of this division and the requirements of law. The board shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its decisions and other official actions, all which shall be filed in the office of the city secretary and kept as public records.”

Section 7

Chapter 18 “Cemeteries,” Article I “In General” is hereby amended by repealing and replacing Section 18-2 “Definitions” to read as follows:

“Sec. 18-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the members appointed by the city council under and subject to the provisions of chapter 2 of this Code.

Cemetery means a cemetery within the city limits and under the jurisdiction of the city.

Interment means the entombment or burial of the remains of a deceased person.

Memorial means any marker, monument, headstone, or structure upon or in any lot or niche, place thereupon or partially therein for identification or in memory of the interred.

Owner means the owner of record of a space, or designated representative or successor in interest.

Space means the area normally designated for a single interment.”

Section 8

Chapter 18 “Cemeteries,” Article I “In General” is hereby amended by repealing and replacing Section 18-3 “Cemetery Advisory Board; Created and Established” to read as follows:

“Sec. 18-3. Cemetery advisory board; created and established.

There is hereby created and established a cemetery advisory board. The committee membership shall be in compliance with Chapter 2, Article II, Section 2-31(e) for number of members and Section 2-33 (a) for qualifications. Each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31 (d).The board shall be charged with the responsibility of recommending policies, rules, and regulations for cemeteries in the city limits under the jurisdiction of the city.”

Section 9

Chapter 44 “Impact Fees,” Article II “Water and Wastewater Impact Fees,” Division 1 “General Provisions,” Section 44-54 “Definitions,” is hereby amended by repealing and replacing the definition of “Capital improvements advisory committee (advisory committee)” to read as follows without repealing and replacing any other portion of the Section:

“Sec. 44-54. Definitions.

Capital improvements advisory committee (advisory committee). Advisory committee, appointed by the city council, consisting of a membership in compliance with Chapter 2, Article II, Section 2-31(e) for number of members and Section 2-31(d) for terms. .Not less than 40 percent shall be representatives of the real estate, development, or building industries, and, if impact fees are to be applied within the extraterritorial jurisdiction of the city, including one member representing the extraterritorial jurisdiction; or consisting of the planning and zoning commission, including one regular or ad hoc member who is not an employee of the city and which is representative of the real estate, development, or building industry, and, if impact fees are to be applied within the extraterritorial jurisdiction of the city, one representative of the extraterritorial jurisdiction area; which committee is appointed to regularly review and update the capital improvements program in accordance with the requirements of Chapter 395 of the Texas Local Government Code, and its successors.”

Section 9

Chapter 46 “Library Board,” Article II “Library Board” is hereby amended by repealing and replacing Section 46-31 “Created and Established; Number of Members; Compensation” to read as follows:

“Sec. 46-31. Created and established; number of members; compensation.

There is hereby created and established a library board for the city, the committee membership shall be in compliance with Chapter 2, Article II, Section 2-31(e) for number of members and Section 2-33(a) for qualifications. and all of whom will serve without compensation.”

Section 10

Chapter 46 “Library Board,” Article II “Library Board” is hereby amended by repealing and replacing Section 46-32 “Appointment; Terms” to read as follows:

“Sec. 46-32. Appointment; terms.

All members of the library board shall be appointed by the city council, and each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).”

Section 11

Chapter 62 “Planning and Development,” Article II “Planning and Zoning Commission” is hereby amended by repealing and replacing Section 62-32 “Membership; Appointment; Attending Meetings; Compensation; Removal for Absence” to read as follows:

“Sec. 62-32. Membership; appointment; attending meetings; compensation; removal for absence.

- (a) The planning and zoning commission membership shall be in compliance with Chapter 2, Article II, Section 2-31 (e) for number of members and Section 2-33 (a) for qualifications.
- (b) The city council will consider for appointment to the commission only those persons who have demonstrated their civic interest, general knowledge of the community, independent judgment, interest in planning and zoning, and availability to prepare for and attend meetings.
- (c) Place eight shall be an ex officio, non-voting place on the commission and be designated for appointment of a student who is a resident of the city and who, at the time of appointment, is 15 to 17 years of age and enrolled in an accredited school recognized by the state commissioner of education or a home school participant. In the event that a qualified student is not identified for appointment, place eight shall remain vacant until a qualified student is identified to be appointed.
- (d) It is the intent of the city council that members shall, by reason of diversity of their individual interests and experience, constitute a commission which is broadly representative of the community.
- (e) The members of the commission shall regularly attend meetings and public hearings of the commission and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.
- (f) Absences from commission meetings shall be treated in accordance with the provisions of section 2-34.”

Section 12

Chapter 62 “Planning and Development,” Article II “Planning and Zoning Commission” is hereby amended by repealing and replacing Section 62-33 “Terms of Office” to read as follows:

“Sec. 62-33. Terms of office.

Each member of the commission shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).”

Section 13

Chapter 86 “Landscaping, Trees and Vegetation,” Article II “Trees and Shrubbery,” Division 2 “Tree Board” is hereby amended by repealing and replacing Section 86-51 “Creation and Establishment” to read as follows:

“Sec. 86-51. Creation and establishment.

There is hereby created and established a tree board for the city which shall consist of all of the members of the parks board.”

Section 14

Chapter 86 “Landscaping, Trees and Vegetation,” Article II “Trees and Shrubbery,” Division 2 “Tree Board” is hereby amended by repealing and replacing Section 86-52 “Term of Office” to read as follows:

“Sec. 86-52. Term of office.

Each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).”

Section 15

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 16

This ordinance shall be cumulative of all provisions of the City Code and other ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

Section 17

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 18

This ordinance shall be in full force and effect from April 1, 2023 and after its passage and publication as provided by law.

First Reading: the _____ day of _____, 20____.

Final Reading: the _____ day of _____, 20____.

PASSED AND APPROVED this the _____ day of _____, 20____.

Chris Fletcher, Mayor

(Seal)

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: January 23, 2023

SUBJECT:

Consider approval of an ordinance amending Article II “Fire Department” of Chapter 38 “Fire Prevention” of the City of Burleson Code of Ordinances by repealing and replacing Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department” setting forth that the fire department is no longer a volunteer fire department, that the fire prevention department is a division of the fire department, and that the fire marshal reports to the fire chief. (Final Reading) (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)

SUMMARY:

The proposed ordinance seeks to amend current code of ordinances provisions that are out of date and to have the ordinances match current operating procedures in the fire department. The proposed ordinance makes the following changes:

1. Removes references to the fire department being a volunteer fire department;
2. Removes references to the utilization of volunteer firefighters;
3. Removes references to the appointment of assistant fire chiefs and company officers, so that such positions follow standard employment procedures of the City; and
4. Removes references to the fire prevention department (fire marshal’s office) being a department separate from the fire department, and inserts language that fire prevention (fire marshal’s office) shall be a division within the fire department and that the fire marshal reports to the fire chief.

OPTIONS:

- 1) Approve the ordinance as proposed
- 2) Approve the ordinance with changes
- 3) Deny the proposed ordinance

RECOMMENDATION:

Staff recommend approval.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

The City Council passed the proposed ordinance on first reading on January 9, 2023.

FISCAL IMPACT:

None.

STAFF CONTACT:

Matt Ribitzki
Deputy City Attorney/Compliance Manager
mribitzki@burlesontx.com
817-426-9664



Ordinance Amending Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department”

Presented to the City Council on
January 23, 2023

Amending Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department”

The proposed ordinance seeks to amend current code of ordinances provisions that are out of date and to have the ordinances match current operating procedures in the fire department.

The proposed ordinance makes the following changes:

1. Removes references to the fire department being a volunteer fire department;
2. Removes references to the utilization of volunteer firefighters;
3. Removes references to the appointment of assistant fire chiefs and company officers, so that such positions follow standard employment procedures of the City; and
4. Removes references to the fire prevention department (fire marshal’s office) being a department separate from the fire department, and inserts language that fire prevention (fire marshal’s office) shall be a division within the fire department and that the fire marshal reports to the fire chief.

Amending Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department”

- Action Requested:

Approve or deny an ordinance amending Article II “Fire Department” of Chapter 38 “Fire Prevention” of the City of Burleson Code of Ordinances by repealing and replacing Division 2 “Volunteer Fire Department” and Division 3 “Fire Prevention Department” setting forth that the fire department is no longer a volunteer fire department, that the fire prevention department is a division of the fire department, and that the fire marshal reports to the fire chief

- Staff recommends approval

ORDINANCE

AN ORDINANCE AMENDING ARTICLE II “FIRE DEPARTMENT” OF CHAPTER 38, "FIRE PREVENTION AND PROTECTION," OF THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS, BY REPEALING AND REPLACING DIVISION 2, "VOLUNTEER FIRE DEPARTMENT" AND DIVISION 3, “FIRE PREVENTION DEPARTMENT,” TO SET FORTH THE GENERAL POWERS OF THE CITY FIRE DEPARTMENT, THE APPOINTMENT OF THE FIRE CHIEF, AND THE QUALIFICATION REQUIREMENTS OF FIREFIGHTERS, CREATING THE FIRE PREVENTION DIVISION AS A DIVISION OF THE FIRE DEPARTMENT, SETTING FORTH THE OFFICE AND DUTIES OF THE FIRE MARSHAL, SETTING FORTH THE DUTIES OF THE FIRE CHIEF, AND SETTING FORTH A CONFLICT OF INTEREST PROVISIONS FOR THE FIRE MARSHAL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson (“City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Chapter 38, Article II, Division 2 of the Code of Ordinances, City of Burleson, Texas (2005) created the fire department with both volunteer and paid firefighter positions; and

WHEREAS, the City fire department no longer utilizes volunteer firefighters; and

WHEREAS, Chapter 38, Article II, Division 2 of the Code of Ordinances, City of Burleson, Texas set forth that assistant fire chief shall be appointed by the fire chief and ratified by the city manager, and that company officers shall be appointed by the fire chief; and

WHEREAS, the City desires that the appointment of assistant fire chiefs and company officers follow the standard employment procedures of the City; and

WHEREAS, Chapter 38, Article II, Division 3 of the Code of Ordinances, City of Burleson, Texas created the fire prevention department as a department independent of the fire department; and

WHEREAS, the City desires that the fire prevention department be a division of the fire department and that the fire marshal report to the fire chief; and

WHEREAS, the City Council desires to Amend Chapter 38, Article II, Divisions 2 and 3 of the Code of Ordinances, City of Burleson, Texas as set forth herein; and

WHEREAS, the City Council finds and determines that the adoption of this ordinance is necessary and proper and in the best interests of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

SECTION 1.

Chapter 38, "Fire Prevention and Protection," Article II, "Fire Department," of the Code of Ordinances, City of Burleson, Texas (2005) is hereby amended by repealing and replacing Division 2, "Volunteer Fire Department," and Division 3, "Fire Prevention Department," to read as set forth in Exhibit "A," attached hereto and incorporated herein by reference for all purposes.

SECTION 2. CUMULATIVE

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed. This ordinance is consistent with and is not intended to repeal any provision in the zoning ordinance.

SECTION 3. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. PENALTY

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5.
SAVINGS PROVISION

All rights and remedies of the City of Burleson are expressly saved as to any and all violations of the provisions of any ordinances concerning outdoor gatherings or Public Events which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.
PUBLICATION

Pursuant to Section 36 of the Charter of the City of Burleson, that this ordinance shall take effect after its passage and publication, and that the City Secretary is hereby directed to give notice of the passage of this ordinance by causing the caption or title and the penalty clause of this ordinance to be published once in a newspaper of general circulation in the city and on the city's website.

SECTION 7.
EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

First Reading: the _____ day of _____, 20_____.

Final Reading: the _____ day of _____, 20_____.

PASSED AND APPROVED this the _____ day of _____, 20_____.

Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Exhibit “A”

"DIVISION 2. FIRE DEPARTMENT

Sec. 38-51. General powers and appointment of fire chief

- (a) The fire chief shall be the head of the city fire department, and the members of the department shall be under the authority, control, and command of the fire chief, the assistant fire chief and the company officers, subject to the Charter and all ordinances of the city and of this article. The fire chief shall be appointed by the city manager or designee.

Sec. 38-52. Firefighting personnel.

Any qualifications established for the position of a paid firefighter of the city shall meet state requirements for a paid firefighter. The minimum physical, mental, education, and moral standards established by the state commission on fire protection personnel standards and education shall apply to the position of paid firefighter. The requirements set by fire department policy may be stricter than the standards established by such boards or commission.

Secs. 38-53—38-70. Reserved.

DIVISION 3. FIRE PREVENTION DIVISION

Sec. 38-71. Fire prevention division created.

The fire prevention division is hereby created, and the division shall be a part of the fire department. The fire prevention division is established as a law enforcement agency of the city for the purpose of making investigations, and enforcing state laws and city ordinances concerning fire prevention and investigation.

Sec. 38-72. Fire marshal; responsibilities.

- (a) The administrative official in charge shall be known as the fire marshal.
- (b) The fire marshal shall be the designated agent responsible for the administration and enforcement of the fire code, and responsible for prevention and investigation procedures of the fire code.

Sec. 38-73. Conflicts of interests.

The fire marshal shall not have any interest whatever, directly or indirectly, in the sale or manufacturing of any material, process or device entering into or used in or in connection with fire prevention, inspection or investigation.

Sec. 38-74. Duties of the fire marshal.

The fire marshal is hereby authorized and directed to enforce the provisions of the fire code adopted by section 38-191.

Sec. 38-75. Duties of the fire chief.

The fire chief shall be responsible for the supervision, direction, and organization of fire suppression and fire prevention, and for establishing rules and regulations as necessary for the operation of the fire department.

Secs. 38-76-38—90. Reserved.”

ARTICLE II. FIRE DEPARTMENT¹

DIVISION 1. RESERVED²

Secs. 38-31—38-50. Reserved.

DIVISION 2. FIRE DEPARTMENT

Sec. 38-51. General powers and appointment of fire chief

- (a) The fire chief shall be the head of the city fire department, and the members of the department shall be under the authority, control, and command of the fire chief, the assistant fire chief and the company officers, subject to the Charter and all ordinances of the city and of this article. The fire chief shall be appointed by the city manager or designee.

(Code 1983, § 2-100; Ord. No. C-432, § 1, 9-24-1992; Ord. No. C-472, § 1, 4-27-1995)

Sec. 38-52. Firefighting personnel.

Any qualifications established for the position of a paid firefighter of the city shall meet state requirements for a paid firefighter. The minimum physical, mental, education, and moral standards established by the state commission on fire protection personnel standards and education shall apply to the position of paid firefighter. The requirements set by fire department policy may be stricter than the standards established by such boards or commission.

(Code 1983, § 2-101; Ord. No. C-432, § 1, 9-24-1992)

Secs. 38-53—38-70. Reserved.

DIVISION 3. FIRE PREVENTION DIVISION

¹Charter reference(s)—Fire department as administrative department, § 28.

Cross reference(s)—Departments, § 2-71 et seq.

²Editor's note(s)—Ord. No. C-654-10, § 1, adopted Mar. 1, 2010, repealed Div. 1, §§ 38-31, 38-32 which pertained to generally-fire operations service fees and derived from Ord. No. C-565, § 1(6-162, 6-163), 12-11-2003.

Sec. 38-71. Fire prevention division created.

The fire prevention division is hereby created, and the division shall be a part of the fire department. The fire prevention division is established as a law enforcement agency of the city for the purpose of making investigations, and enforcing state laws and city ordinances concerning fire prevention and investigation.

(Code 1983, § 6-10(a); Ord. No. B-649, § I, 5-11-2000; Ord. No. C-614-07, § 1, 4-12-2007)

Sec. 38-72. Fire marshal; responsibilities.

- (a) The administrative official in charge shall be known as the fire marshal.
- (b) The fire marshal shall be the designated agent responsible for the administration and enforcement of the fire code, and responsible for prevention and investigation procedures of the fire code.

(Code 1983, § 6-10; Ord. No. B-649, § I, 5-11-2000)

Sec. 38-73. Conflicts of interests.

The fire marshal shall not have any interest whatever, directly or indirectly, in the sale or manufacturing of any material, process or device entering into or used in or in connection with fire prevention, inspection or investigation.

(Ord. No. B-649, § I, 5-11-2000)

Sec. 38-74. Duties of the fire marshal.

The fire marshal is hereby authorized and directed to enforce the provisions of the fire code adopted by section 38-191.

(Ord. No. B-649, § I, 5-11-2000)

Sec. 38-75. Duties of the fire chief.

The fire chief shall be responsible for the supervision, direction and organization of fire suppression and fire prevention, and for establishing rules and regulations as necessary for the operation of the fire department.

(Ord. No. B-649, § I, 5-11-2000)

Secs. 38-76-38—90. Reserved.

DIVISION 4. RESERVED³

³Editor's note(s)—Ord. No. C-654-10, § 1, adopted Mar. 1, 2010, repealed Div. 4, §§ 38-91, 38-92 which pertained to annual subscription plan; city's extraterritorial jurisdiction and derived from Ord. No. C-576, § 1(6-164, 16-165), 2-10-2005.

Secs. 38-91—38-110. Reserved.

ARTICLE III. ADMINISTRATION⁴

DIVISION 1. GENERALLY

Secs. 38-111—38-130. Reserved.

DIVISION 2. APPEALS BOARD⁵

Sec. 38-131. Appeals.

The Building Codes and Standards Board, as established in section 10-75 et. seq. handles appeals involving the Uniform Fire Code.

(Ord. No. B-649, § I, 5-11-2000)

Secs. 38-132—38-160. Reserved.

⁴Cross reference(s)—Administration, ch. 2.

⁵Cross reference(s)—Boards, commissions and committees, § 2-31 et seq.

Choose an item.

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director Parks and Recreation
MEETING: January 23, 2022

SUBJECT:

Consider approval authorizing \$230,041.52 to CSO#1681-02-2021 a contract with Amilia Technologies (SmartRec) for credit card user fees at the Burleson Recreation Center. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

SUMMARY:

The Burleson Recreation Center entered into a contract with Amilia SmartRec in 2021 for the implementation and maintenance of recreation software. Part of the contract included a set percentage credit card fee for processing. 3.34% for credit cards and 1.14% for echecks. The recreation department budgets for these costs annually, but did not authorize a specific credit card user fee amount when the contract was awarded. The anticipated cost over the 5 year term is \$230,041.52.

OPTIONS:

- 1) Recommend authorizing the fees
- 2) Deny the fees

RECOMMENDATION:

Staff recommends authorizing the fees as presented

FISCAL IMPACT:

Budgeted Y/N: N

Fund Name: Banking Services Charges

Fund Account #'s: 116-6017-453.55-02

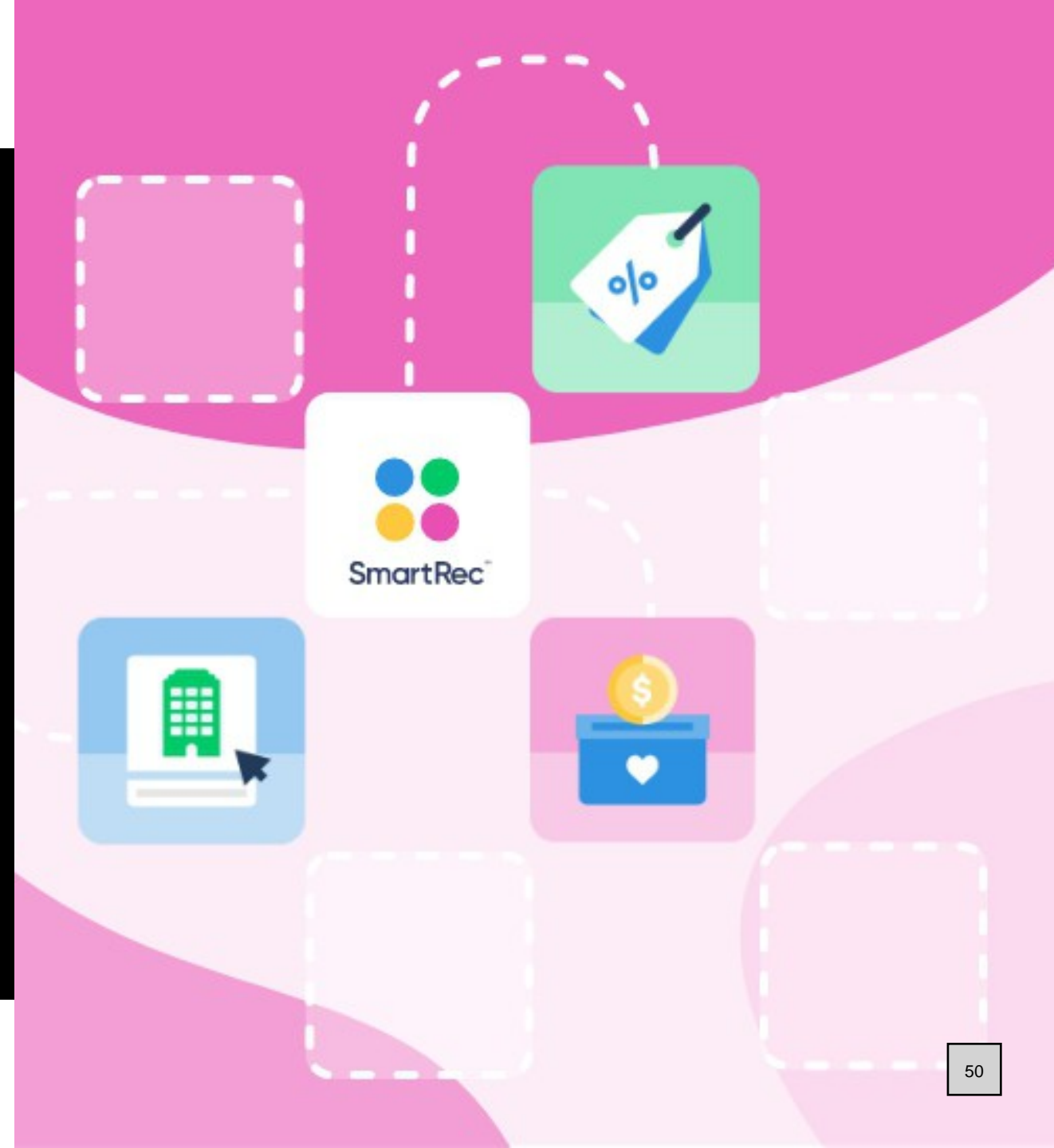
Amount: \$230,041.52 (five years)

STAFF CONTACT:

Jen Basham
Director
Parks and Recreation
jbasham@burlesontx.com
817-426-9201

Recreation Software Credit Card Processing

City Council-January 23, 2023
Staff Presenter: Jen Basham



Amilia Smart Rec-Background

- An RFP was issued in 2021 for the replacement of recreation's existing software
- 3 vendors submitted proposals and ultimately SmartRec was selected as the new software
- This new software was onboarded with the anticipation of a better end user experience and the ability for customers to have more self service options online
- The BRiCk has always accepted credit cards online and in-person, however the new software allows for a much more efficient process



Amilia Smart Rec-Credit Card Processing

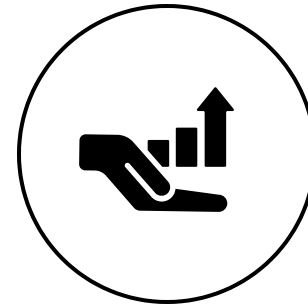


- Contract terms
 - Amilia Smart Rec-\$161,000 for the implementation and maintenance of the software
 - The contract references that the credit card fees will be 3.34% for credit cards and 1.14% for echecks
 - Recreation budgets for these cost annually, but did not include the authorization for the Amilia software
 - This authorization should have been included with the initial award presented to council
- This is not a budget amendment it just authorizes the anticipated credit card fees of \$230,041.52 over the 5 year term of the contract

Options



Approve credit card fees in the amount of \$230,041.52 with Amilia Smart Rec for the processing of credit card and echeck payments



Deny contract

Choose an item.

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director Parks and Recreation
MEETING: January 23, 2022

SUBJECT:

Consider approval of a contract with EZGO for the purchase of 480 golf cart batteries to replace the existing batteries on all 80 golf carts at Hidden Creek Golf Course through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$98,107.20. (*Staff Contact: Jen Basham, Director of Parks and Recreation*).

SUMMARY:

The golf course's existing golf cart fleet has exceeded its lifespan and the majority of the carts are having issues completing 18 holes of golf. The current fleet was scheduled to be replaced in FY 23 but supply chain issues have caused most models to be unavailable until 2024. Installing new batteries will allow the golf course to delay selecting the new fleet until FY 24 and paying for it until the beginning of FY25. Golf course staff will perform the installation of the batteries to save \$10k to \$16k in labor. The purchase will be made utilizing the Buyboard.

OPTIONS:

- 1) Recommend approving contract with EZGO to replace the golf cart batteries.
- 2) Deny approving contract with EZGO to replace the golf cart batteries

RECOMMENDATION:

Staff recommends approving a contract with EZGO for the purchase of 480 batteries not to exceed \$98,107.20.

FISCAL IMPACT:

Budgeted Y/N:

Fund Name: Golf Non Bond Fund

Fund Account #'s: 420-8013-521.42-08

Amount: \$98,107.20

STAFF CONTACT:

Jen Basham
Director
Parks and Recreation
jbasham@burlesontx.com
817-426-9201



Hidden Creek Golf Course Golf Cart Battery Purchase

City Council - January 23, 2023

Staff Presenter: Jen Basham, Director-Parks and Recreation

Background



- **Golf Carts at Hidden Creek Golf Course have been in rotation over 4 years, which is the life cycle of a golf cart**

The majority of the carts are having issues finishing 18 holes of play

- **Challenges faced by the cart fleet**

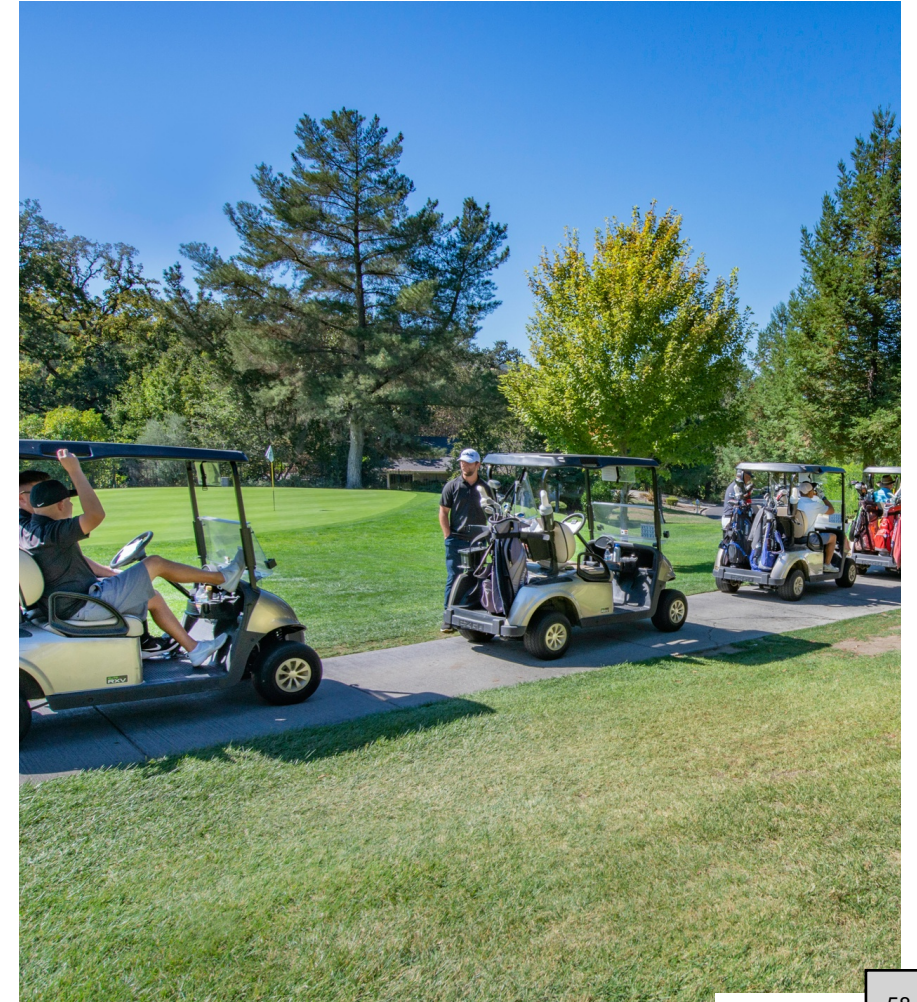
- Near record rounds in FY 2023
- Single rider rounds in 2020 (During the pandemic the course was required to only allow one player per cart for social distancing)
- Extended freeze in February 2021

- **Each golf cart utilizes (6) 8 volt batteries**

Efficiency rapidly reduces after 25,000 amp hours of usage. The majority of the fleet is over 27,000 amp hours

Analysis for replacement or extension of life

- Staff performed an analysis to determine the most cost effective method for maintaining the current cart fleet or replacement
 - The life of the current carts will be potentially extended 24 months with new batteries for \$98,000
 - Resulting in savings of \$50,000 annually for the next two years
 - The cost for a new fleet is approximately \$433,000
 - A new fleet will take approximately 12 months once ordered, which would not solve the issues currently being experienced
 - The new batteries will allow for the new carts to be budgeted in October 2024 , with the potential delivery of March 2025



Staff Recommendation



- Award purchase contract to EZGO for 480 batteries utilizing the Buyboard in the amount not to exceed \$98,107.20
- Batteries are in stock and will be in within 2 weeks of purchase for installation

Funding:

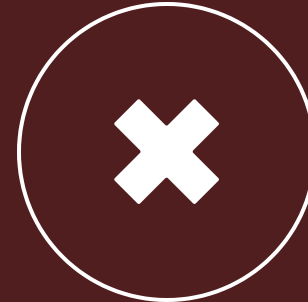
- Savings from the HVAC renovation at the Burleson Recreation Center (Budgeted at \$500,000)
- Actual cost for HVAC \$160,255 (awarded in December 2022)
Remaining balance from project \$339,745
- Council authorized the addition of permanent shade structures at the outdoor pool utilizing these savings on January 6, 2023
This project is estimated to cost \$134,000
- After both projects there is a remaining \$205,745 available
This will leave \$109,745 to be reallocated to another project or returned to the 4B fund balance

Options

Staff Recommendation



Approve contract with EZGO in an amount not to exceed \$98,107.20



Deny contract with EZGO in an amount not to exceed \$98,107.20

Service Report



Work Order Number: 00357518
 Account: CITY OF BURLESON, TEXAS DBA/ HIDDEN CREEK GOLF CLUB
 Date: 1/11/2023 10:59 AM
 Address: 141 WEST RENFRO
 BURLESON, Texas 76028
 US
 Owner: Kevin Kirby
 Manager Name: Taylor Cabler
 Description: Texas BuyBoard: 611-20
 Line Items: 1

Work Order Line Items

Part Description	Service Type	Quantity	Labor Price	Retail Cost	Total Part Price	Your Cost	Comment
612626 - BATTERY,8V,T875	Billable	480.00	USD 0.00	USD 98,107.20	USD 98,107.20	USD 98,107.20	8v batteries for fleet. Texas BuyBoard: 611-20

Work Order Line Item Totals

Total Part Cost: USD 98,107.20
 Total Labor Price: USD 0.00
 Service Call Charge: USD 0.00
 Total Retail Cost: USD 98,107.20
 Total Freight Cost: USD 0.00
 Your Total Cost: USD 98,107.20

The following parts and material were included above as part of this work order's line item detail. They are broken out in this section for quick reference.

Customer Signature

Date: 1/18/23
 Signature:
 Signed By: CHAD GIBSON

City Council Regular Meeting

DEPARTMENT: Legal & Purchasing

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: January 23, 2023

SUBJECT:

Consider approval of an amended employment agreement with Amanda Campos to act as City Secretary. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)

SUMMARY:

Section 29 of the City's Charter requires that the City Council appoint a City Secretary. Amanda Campos has served as the City Secretary for a number of years. On January 9, 2023, the City Council conducted a performance review with Ms. Campos. The proposed employment agreement incorporates the modifications discussed during the performance review.

OPTIONS:

- 1) Approve the employment agreement
- 2) Approve the employment agreement
- 3) Deny the employment agreement

RECOMMENDATION:

None.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

The City Council conducted a performance review with Ms. Campos on January 9, 2023.

FISCAL IMPACT:

Budgeted: Yes
Fund Name: General Fund
Account Number: 001-1411-412-1001

STAFF CONTACT:

Matt Ribitzki
Deputy City Attorney/Compliance Manager
mribitzki@burlesontx.com
817-426-9664

EMPLOYMENT AGREEMENT FOR CITY SECRETARY

This Agreement for Professional Services and Employment as City Secretary (this “Agreement”), is made and entered into effective as of the 23rd day of January, 2023, by and between the City of Burleson, Texas, a municipal corporation (the “City”), and Amanda J. Campos, (the “Secretary”), to establish and set forth the terms and conditions of the employment of Secretary as the City Secretary of the City.

W I T N E S S E T H:

WHEREAS, the City Council of the City of Burleson (“the Council”) and the Secretary believe that employment agreements negotiated between city councils and city secretaries can be mutually beneficial to the City organization, the Secretary, and the community they serve;

WHEREAS, when appropriately structured, the Council and Secretary believe employment agreements can strengthen the Council-Secretary relationship by enhancing the excellence and continuity of the position for the benefit of its citizens;

WHEREAS, the Council and Secretary believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of state law, and to the extent applicable the personnel policies, that will uphold the principle of serving “at the will and pleasure of the City Council,” that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Secretary through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City’s budget;

WHEREAS, City desires to continue to employ the services of the Secretary as the City Secretary of the City, pursuant to the terms, conditions, and provisions of this Agreement;

WHEREAS, it is the desire of the Council to provide compensation and benefits, establish conditions of employment, and to set the working conditions of the Secretary as provided in this Agreement;

WHEREAS, the Council desires to retain the services of the Secretary, to encourage full work productivity by assuring the Secretary’s morale and peace of mind with respect to future security, and to provide a proper means for termination, resignation, or retirement of the Secretary;

WHEREAS, except as otherwise specifically provided herein, the Secretary shall have and be eligible for the same benefits as are provided to all employees of the City; and

WHEREAS, the Secretary has agreed to continue employment as the City Secretary of the City, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and the Secretary hereby contract, covenant, and agree as follows:

SECTION I DUTIES

The Council hereby agrees to the employment of Secretary as City Secretary of Burleson and Secretary agrees to perform the functions and duties specified in the Burleson City Charter, city ordinances, and state law, and to perform such other duties and functions as the City Council shall from time to time assign.

SECTION II TERM

The term of this Agreement shall be indefinite and the Agreement shall be and remain in full force and effect until terminated by the Secretary or by the Council as herein provided (the "Term").

The Secretary shall serve at the will and pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the Secretary, to terminate the services of the Secretary at any time, subject only to applicable provisions of the City personnel policies and the provisions set forth hereinafter in the section titled "Termination and Severance Pay".

SECTION III SALARY

The City agrees to pay the Secretary an annual base salary of One Hundred Ninety-Two Thousand One Hundred Nineteen and 45/100s Dollars (\$192,119.45) payable in installments at the same time as other employees of the City are paid. The City further agrees to review the base salary and other benefits of the Secretary at least annually through a formal evaluation, and consideration shall be given to adjust Secretary's compensation in conjunction with such performance evaluation. Secretary may receive cost of living salary increases, if any, that are received by other City employees. This agreement shall be automatically amended to reflect any salary adjustments provided in accordance with this Agreement and the City's personnel policy.

SECTION IV DEFERRED COMPENSATION

City agrees to pay annual deferred compensation on behalf of Secretary in the amount of Twenty Thousand Dollars (\$20,000.00) to a deferred compensation plan in accordance with City policy, payable in installments as other employees of the City.

SECTION V DISABILITY AND RETIREMENT BENEFITS

The Secretary shall be covered and governed by the same retirement system as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents. The City agrees to provide a stipend to the Secretary equivalent to the Secretary's

contribution required by TMRS. Such stipend shall include the salary and other benefits treated as compensation for TMRS purposes.

The Secretary shall be eligible for the same disability plan as all other employees of the City. In the event of a disability, the Secretary shall be entitled to the use of accrued leave benefits pursuant to City policy in the same manner as other employees of the City.

If Secretary is permanently disabled or is otherwise unable to perform Secretary's duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any leave available under the Family Medical Leave Act, if any, City shall have the option to terminate this Agreement, without being subject to the severance pay requirements of Section XIII.

SECTION VI INSURANCE

- A. Health Insurance.** The Secretary shall be covered by the same health, dental, and vision plans as all other employees.
- B. Life Insurance.** The Secretary shall be eligible for life insurance from the City. The multiple, type of policy, and policy terms will be pursuant to the same policies and conditions as are available to other employees of the City. The Secretary shall designate the beneficiary or beneficiaries of such policy.

SECTION VII MONTHLY ALLOWANCES

- A. Vehicle Allowance.** The Secretary's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to the Secretary, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Six Thousand Dollars (\$6,000.00) per year, payable per pay period same as all other applicable employees of the City, as a vehicle allowance. The Secretary shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for the Secretary's exclusive and unrestricted use in performance of his duties hereunder. The Secretary shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses, including gasoline, attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.
- B. Cellular Telephone Allowance.** Secretary shall receive a cellular phone allowance of One Thousand Two Hundred Dollars (\$1,200.00), payable per pay period same as all other applicable employees of the City and shall be responsible for obtaining a cellular phone for use in use in the performance of Secretary's duties. Secretary shall accept responsibility for payment of any taxes on this benefit that may apply now or throughout the duration of this Agreement.

SECTION VIII LEAVE BENEFITS

All provisions of the rules and regulations of the City applicable to fringe benefits, leave and working conditions as they now exist or hereafter may be amended, shall also apply to the Secretary as they apply to all other employees of the City, in addition to the benefits enumerated specifically for the benefit of the Secretary herein. Secretary shall be considered a director-level employee for all purposes. Additionally, City and Secretary recognize that Secretary has been employed by the City since May of 2001. Nothing in this Agreement is meant to reduce the amount of accrued leave and other benefits currently accrued by or credited to Secretary as of the Effective Date of this Agreement.

SECTION IX PROFESSIONAL AND CIVIC DEVELOPMENT

City agrees to budget and to pay the dues of Secretary for membership in the following professional and civic organizations and subscriptions of Secretary necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, certification, growth, and advancement, for the good of the City:

- Texas Registered Municipal Clerk designation
- Certified Municipal Clerk designation
- Master Municipal Clerk designation
- International Institute of Municipal Clerks
- Texas Municipal Clerks Association

City also agrees to budget and to pay for the travel and subsistence expenses of Secretary for short courses, institutes, conferences, association meetings, and seminars that are necessary for professional and civic development, for the good of the City.

SECTION X BUSINESS EXPENSES

Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Secretary in the performance of the Secretary's duties; the City will pay or reimburse such business expenses upon receipt or proof of such expenditures in accordance with relevant City policy. In addition, the City will provide and pay for the technology necessary for Secretary to work from home.

SECTION XI INDEMNIFICATION

To the fullest extent permitted by law, City shall defend, save harmless and indemnify Secretary against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Secretary's

duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a “per occurrence” basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either City or the Secretary as to any third party; and provided further that City shall not indemnify and hold harmless the Secretary from and with respect to any claim or liability for which the conduct of the Secretary is found by the courts to have been grossly negligent or intentional wrongful conduct.

City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon; provided, however, that this indemnification shall be limited to the conditions and coverages of the liability insurance or risk pool coverage. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

SECTION XII HOURS OF WORK

The Secretary is an exempt employee who is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City.

The Secretary acknowledges the proper performance of the duties of the City Secretary of the City will require the Secretary to generally observe normal business hours, that most work weeks involve a minimum of forty (40) hours, and will also often require the performance of necessary services outside of normal business hours. The Secretary agrees to devote such additional time as is necessary for the full and proper performance of the Secretary’s duties and that the compensation herein provided includes compensation for the performance of all such services.

The City agrees that reasonable time off be permitted the Secretary, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Secretary. Provided, however, the Council shall have the right to review Secretary’s use of time off, and abuse of such use shall be grounds for discipline, up to and including termination.

The Secretary will devote full time and effort to the performance of the duties of the City Secretary of the City, and shall remain in the exclusive employment of the City during the term of this Agreement; provided that, subject to City Council approval, the Secretary may accept temporary, outside professional employment which will not in any way limit the performance of, or the Secretary’s availability for the performance of, the Secretary’s duties hereunder. The term “outside professional employment” shall be construed to include occasional teaching, writing or consulting performed on the Secretary’s time off.

SECTION XIII TERMINATION AND SEVERANCE PAY

- A. The Secretary serves at the pleasure of the Council, and the Secretary's employment may be terminated by the Council at any time for any reason.
- B. In the event Secretary is terminated by the Council and Secretary is then willing and able to perform all the duties of the City Secretary under this Agreement, then, in that event, the City agrees to pay the Secretary twelve (12) months full salary and three (3) months Health Insurance, payable in monthly installments at the same time as employees of the City are paid. Additionally, City agrees to pay Secretary the value of all accrued leave accrued by, or credited to, the Secretary prior to the termination as follows: Secretary shall be compensated for ninety percent (90%) of all accrued vacation leave and for one hundred percent (100%) of up to five hundred (500) hours of accrued sick leave. Secretary will be entitled to any other benefits (excluding accrued leave) on the same basis as any other employee of the City.
- C. The City will not be obligated to pay the payment set forth in paragraph B of this section if:
1. Secretary is terminated for willful breach, disregard, or habitual neglect of duties or failure to follow directions of the Council that have been formally communicated to Secretary. As used in this paragraph, the terms "disregard or habitual neglect of duties" shall mean regular neglect of, disregard of, ignoring of or overlooking of duties of the job for which the Secretary is hired. As used in this paragraph, the term "willful breach" shall mean the intentional doing of some act with the knowledge that it is contrary to or in violation of formally communicated directions of the Council, save and except for directions, which the Secretary reasonably believes would require him to violate a law, ordinance or regulation from a governmental body or agency;
 2. Secretary is terminated for misconduct involving an act of moral turpitude or of illegality. As used in this paragraph the term "moral turpitude" shall mean an act of baseness, vileness or depravity in the private and social duties which a person owes to another person in society and contrary to accepted and customary actions; and as used in this paragraph, the term "illegality" shall mean any action by Secretary in violation of any criminal statute, law, charter, regulation or ordinance of any governmental body or agency, save and except for class "C" misdemeanors under Texas State law; or
 3. Secretary voluntary resigns the position of City Secretary.
- D. A determination under paragraph C of this section that the City is not obligated to pay Secretary the severance amount shall require a majority vote of the Council, after an opportunity for a hearing.
- E. In the event the Council, during the term of this Agreement, reduces the authority of the Secretary, or reduces the salary or other financial benefits of Secretary in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision

benefiting the Secretary herein, or the Secretary resigns following a suggestion, whether formal or informal, by the Council that the Secretary resign, then in that event, the Secretary may, at the Secretary's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Secretary resigns at the Council's suggestion; provided that, notice having first been given, the suspension of the Secretary with pay pending the investigation and resolution of any charges against the Secretary described in paragraph C. of this section shall not constitute a termination, or a reduction under this section. The Council shall be deemed to have suggested the resignation of the Secretary at any time when a majority of the members of the Council shall at a Council meeting, or in writing, suggest that the Secretary resign.

- F.** If the Secretary terminates this Agreement by voluntary resignation of the position of City Secretary, the Secretary shall give forty-five (45) days' notice in advance unless the Council agrees otherwise; unless, however, the Secretary shall retire, and in such case, Secretary shall give ninety (90) days' notice in advance unless the Council agrees otherwise. In the event of resignation, Secretary will be entitled to compensation for accrued leave as follows: Secretary shall be compensated for one hundred percent (100%) of up to four hundred (400) hours of accrued vacation leave and for one hundred percent (100%) of up to seven hundred twenty (720) hours of accrued sick leave. Secretary will be entitled to any other benefits (excluding accrued leave) on the same basis as any other employee of the City.

SECTION XIV NOTICES

All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

City: Mayor
City of Burleson
141 West Renfro
Burleson, Texas 76028

Secretary: Amanda J. Campos
(Address on file with the City's Human Resources Department.)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service, or three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

SECTION XV CONFLICT OF INTEREST PROHIBITION

The Secretary shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business

in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Secretary shall, except for a personal residence or residential property acquired or held for future use as the Secretary's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council. Additionally, Secretary shall abide by all City Charter provisions.

SECTION XVI GENERAL PROVISIONS

- A. Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- B. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Johnson County, Texas.
- C. Mediation.** The parties shall, in good faith, attempt to settle any controversy or claim by any party hereto arising out of or relating to this Agreement by mediation in accordance with the laws and rules of the State of Texas. Such mediation shall be held within thirty (30) days after demand therefor by any party. If one party fails or refuses to mediate within such thirty (30) day period, the other party may proceed to enforce such party's rights in a court of competent jurisdiction.
- D. Severability.** In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- E. Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and the Secretary concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement, including but not limited to previous employment agreements between the parties. It is the intent of the parties that this Agreement modify, replace, and supersede all prior employment agreements between the parties.
- F. Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Secretary and the duly authorized representative of the Council.
- G. Effective Date.** This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Secretary.

H. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Secretary have executed this Agreement effective as of the date first written above.

CITY OF BURLESON

Chris Fletcher, Mayor

Victoria Johnson, Place 1

Rick Green, Place 2

Jimmy Stanford, Place 3

Tamara Payne, Place 4

Dan McClendon, Place 5

Ronnie Johnson, Place 6

ATTEST:

Monica Solko, Deputy City Secretary

(City Seal)

SECRETARY

AGREED AND ACCEPTED this the ____ day of _____, 20____.

Amanda J. Campos, City Secretary

City Council Regular Meeting

DEPARTMENT: Legal & Purchasing

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: January 23, 2023

SUBJECT:

Consider approval of an amended employment agreement with Bryan Langley to act as City Manager. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)

SUMMARY:

Section 25 of the City's Charter requires that the City Council appoint a City Manager. On February 25, 2019, Council appointed Bryan Langley as City Manager effective April 1, 2019. On January 9, 2023, the City Council conducted a performance review with Mr. Langley. The proposed employment agreement incorporates the modifications discussed during the performance review.

OPTIONS:

- 1) Approve the employment agreement
- 2) Approve the employment agreement
- 3) Deny the employment agreement

RECOMMENDATION:

None.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

The City Council conducted a performance review with Mr. Langley on January 9, 2023.

FISCAL IMPACT:

Budgeted: Yes
Fund Name: General Fund
Account Number: 001-1011-412-1001

STAFF CONTACT:

Matt Ribitzki
Deputy City Attorney/Compliance Manager
mribitzki@burlesontx.com
817-426-9664

EMPLOYMENT AGREEMENT BETWEEN CITY OF BURLESON
AND LARRY BRYAN LANGLEY

This Employment Agreement (the “Agreement”) is entered into as of January 23, 2023 (the “Effective Date”) by and between the City of Burleson (“City”), a Texas municipal corporation and Larry Bryan Langley (the “Manager”). In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WHEREAS, the City Council of the City of Burleson (“the Council”) and the Manager believe that employment agreements negotiated between City Councils and City Managers can be mutually beneficial to the City organization, the Manager and the community they serve;

WHEREAS, when appropriately structured, the Council and Manager believe employment agreements can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council and Manager believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable the personnel policies, that will uphold the principle of “serving at the pleasure of the Council,” that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Manager through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City’s budget;

WHEREAS, it is the desire of the Council to provide compensation and benefits, establish conditions of employment, and to set the working conditions of the Manager as provided in this Agreement;

WHEREAS, the Council desires to retain the services of the Manager, to encourage full work productivity by assuring the Manager’s morale and peace of mind with respect to future security, and to provide a proper means for termination, resignation, or retirement of the Manager;

WHEREAS, except as otherwise specifically provided herein, the Manager shall have and be eligible for the same benefits as are provided to all employees of the City; and

WHEREAS, the City and Manager entered into an employment agreement dated April 1, 2019, concerning the employment of the Manager as the City Manager of the City (the “Original Agreement”); and

WHEREAS, the City and Manager amended and restated the terms of the Original Agreement through a First Amendment and Restatement of the Original Agreement dated April 6, 2020, (the “2020 Agreement”) to provide Manager with additional severance and salary in the employment of the Manager as the City Manager of the City; and

WHEREAS, the City and Manager entered into an employment agreement dated April 5, 2021, concerning the employment of the Manager as the City Manager of the City (the “April 2021 Agreement”) that superseded the 2020 Agreement to provide the Manager with additional deferred compensation, salary, and benefits, in the employment of the Manager as the City

Manager of the City; and

WHEREAS, the City and Manager entered into an employment agreement dated August 2, 2021, concerning the employment of the Manager as the City Manager of the City (the “August 2021 Agreement”) that superseded the April 2021 Agreement to provide the Manager with additional deferred compensation, salary, and benefits, in the employment of the Manager as the City Manager of the City; and

WHEREAS, the City and Manager entered into an employment agreement dated April 18, 2022, concerning the employment of the Manager as the City Manager of the City (the “2022 Agreement”) that superseded the August 2021 Agreement to provide the Manager with additional deferred compensation, salary, and benefits, in the employment of the Manager as the City Manager of the City; and

WHEREAS, the Parties deem it necessary to enter into this Agreement to provide the Manager with additional deferred compensation, salary, and benefits, and to include additional changes as set forth herein; and

WHEREAS, the Parties desire that this Agreement supersede all prior employment agreements between the Parties, including the Original Agreement, 2020 Agreement, April 2021 Agreement, August 2021 Agreement, and 2022 Agreement, to amend and restate the terms of employment of the Manager by the City as set forth herein; and

WHEREAS, the City desires to continue to employ the services of the Manager as the City Manager of the City, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the Manager has agreed to continue to accept employment as the City Manager of the City, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement.

NOW, THEREFORE, the Parties do hereby agree as follows:

SECTION I DUTIES

The Council hereby employs Manager as the chief administrative officer of the City to perform the duties and functions specified in this Agreement, in the City Charter and Code of Ordinances, and as the Council shall, from time to time, assign to the Manager consistent with the intent of this Agreement and state or federal law.

SECTION II TERM

The term of this Agreement shall be indefinite and the Agreement shall be and remain in full force and effect until terminated by the Manager or by the Council as herein provided (the “Term”).

The Manager shall serve at the pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the Manager, to terminate

the services of the Manager at any time, subject only to applicable provisions of the City personnel policies and the provisions set forth hereinafter in the section titled "Termination and Severance Pay".

SECTION III RESIDENCY

Manager agrees to maintain residency within the city limits of the City.

SECTION IV SALARY

The City agrees to pay the Manager an annual base salary of Two Hundred Eighty-Six Thousand Five Hundred Ninety-Seven and 50/100s Dollars (\$286,597.50), payable in installments at the same time as other employees of the City are paid. The City further agrees to review the base salary and other benefits of the Manager at least annually through a formal evaluation, and consideration shall be given to adjust Manager's compensation in conjunction with such performance evaluation. Manager may receive cost of living salary increases, if any, that are received by other City employees. This agreement shall be automatically amended to reflect any salary adjustments provided in accordance with this Agreement and the City's personnel policy.

SECTION V DEFERRED COMPENSATION

City agrees to pay deferred compensation on behalf of Manager in the amount of eight percent (8%) Manager's annual base salary to a deferred compensation plan in accordance with City policy.

SECTION VI DISABILITY AND RETIREMENT BENEFITS

The Manager shall be covered and governed by the same retirement system as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents. The City agrees to provide a stipend to the Manager equivalent to the Manager's contribution required by TMRS. Such stipend shall include the salary and other benefits treated as compensation for TMRS purposes.

The Manager shall be eligible for the same disability plan as all other employees of the City. In the event of a disability, the Manager shall be entitled to the use of accrued leave benefits pursuant to City policy in the same manner as other employees of the City.

If Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any leave available under the Family Medical Leave Act, if any, City shall have the option to terminate this Agreement, without being subject to the severance pay requirements of Section XIV.

SECTION VII INSURANCE AND ANNUAL EXAMINATION

- A. **Health Insurance.** The Manager shall be covered by the same health, dental, and vision plans as all other employees.
- B. **Life Insurance.** The Manager shall be eligible for life insurance from the City. The multiple, type of policy, and policy terms will be pursuant to the same policies and conditions as are available to other employees of the City. The Manager shall designate the beneficiary or beneficiaries of such policy.
- C. **Annual Examinations.** The City will pay for Manager to receive one routine eye and dental exam per year.

SECTION VIII MONTHLY ALLOWANCES

- A. **Vehicle Allowance.** The Manager's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to the Manager, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Nine Thousand Six Hundred Dollars (\$9,600.00) per year, payable per pay period same as all other applicable employees of the City, as a vehicle allowance. The Manager shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for the Manager's exclusive and unrestricted use in performance of his duties hereunder. The Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses, including gasoline, attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.
- B. **Cellular Telephone Allowance.** Manager shall receive a cellular phone allowance of One Thousand Two Hundred Dollars (\$1,200.00), payable per pay period same as all other applicable employees of the City and shall be responsible for obtaining a cellular phone for use in the performance of his duties. Manager shall accept responsibility for payment of any taxes on this benefit that may apply now or throughout the duration of this Agreement.

SECTION IX LEAVE BENEFITS

All provisions of the rules and regulations of the City applicable to fringe benefits, leave and working conditions as they now exist or hereafter may be amended, shall also apply to the Manager as they apply to all other employees of the City, in addition to the benefits enumerated specifically for the benefit of the Manager herein; provided, however, that, as of the Effective Date of the Agreement, Manager shall receive the same vacation leave and sick leave accruals, maximum hour caps, payouts, and other benefits of an employee with at least twenty years of service with the City.

SECTION X PROFESSIONAL AND CIVIC DEVELOPMENT

The City agrees to budget for mutually agreed civic and professional membership dues and subscriptions of the Manager necessary for the Manager's continuation and participation in

national, regional, state and local associations necessary and desirable for the Manager's continued professional participation, growth, advancement, and for the good of the City. City agrees to pay for such memberships and subscriptions upon approval by the Mayor. Developing and maintaining professional association contacts and standing provide the City access to valuable resources, and reasonable participation and related travel by the Manager as provided for in the annual budget will be a part of the Manager's duties.

SECTION XI BUSINESS EXPENSES

Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Manager in the performance of the Manager's duties; the City will pay or reimburse such business expenses upon receipt or proof of such expenditures in accordance with relevant City policy. In addition, the City will provide and pay for the technology necessary for Manager to work from home.

SECTION XII INDEMNIFICATION

To the fullest extent permitted by law, City shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either City or the Manager as to any third party; and provided further that City shall not indemnify and hold harmless the Manager from and with respect to any claim or liability for which the conduct of the Manager is found by the courts to have been grossly negligent or intentional wrongful conduct.

City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon; provided, however, that this indemnification shall be limited to the conditions and coverages of the liability insurance or risk pool coverage. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

SECTION XIII HOURS OF WORK

The Manager is an exempt employee who is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City.

The Manager acknowledges the proper performance of the duties of the City Manager of the City will require the Manager to generally observe normal business hours, that most work weeks involve a minimum of forty (40) hours, and will also often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such

additional time as is necessary for the full and proper performance of the Manager's duties and that the compensation herein provided includes compensation for the performance of all such services.

The City agrees that reasonable time off be permitted the Manager, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Manager. Provided, however, the Council shall have the right to review Manager's use of time off, and abuse of such use shall be grounds for discipline, up to and including termination.

The Manager will devote full time and effort to the performance of the duties of the City Manager of the City, and shall remain in the exclusive employment of the City during the term of this Agreement; provided that the Manager may accept temporary, outside professional employment which will not in any way limit the performance of, or the Manager's availability for the performance of, the Manager's duties hereunder. The term "outside professional employment" shall be construed to include occasional teaching, writing or consulting performed on the Manager's time off.

SECTION XIV TERMINATION AND SEVERANCE PAY

- A.** The Manager serves at the pleasure of the Council, and the Manager's employment may be terminated by the Council at any time for any reason.
- B.** In the event Manager is terminated by the Council and Manager is then willing and able to perform all the duties of the City Manager under this Agreement, then, in that event, the City agrees to pay the Manager a lump sum payment equal to twelve (12) months full compensation and Health Insurance plus the value of all accrued leave, and other benefits accrued by, or credited to, the Manager prior to the termination on the same basis as any other employee of the City. The lump sum payment described herein shall be paid within thirty (30) days of the termination date.
- C.** The City will not be obligated to pay the payment set forth in paragraph B of this section if:
 - 1. Manager is terminated for willful breach, disregard, or habitual neglect of duties or failure to follow directions of the Council that have been formally communicated to Manager. As used in this paragraph, the terms "disregard or habitual neglect of duties" shall mean regular neglect of, disregard of, ignoring of or overlooking of duties of the job for which the Manager is hired. As used in this paragraph, the term "willful breach" shall mean the intentional doing of some act with the knowledge that it is contrary to or in violation of formally communicated directions of the Council, save and except for directions, which the Manager reasonably believes would require him to violate a law, ordinance or regulation from a governmental body or agency;
 - 2. Manager is terminated for misconduct involving an act of moral turpitude or of illegality. As used in this paragraph the term "moral turpitude" shall mean an act of baseness, vileness or depravity in the private and social duties which a person owes to another person in society and contrary to accepted and customary actions; and as used in this paragraph, the term "illegality" shall mean any action by Manager in violation

of any criminal statute, law, charter, regulation or ordinance of any governmental body or agency, save and except for class “C” misdemeanors under Texas State law; or

3. Manager voluntarily resigns the position of City Manager.
- D.** A determination under paragraph C of this section that the City is not obligated to pay Manager the severance amount shall require a majority vote of the Council, after an opportunity for a hearing.
- E.** In the event the Council, during the term of this Agreement, reduces the authority of the Manager, or reduces the salary or other financial benefits of Manager in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Manager herein, or the Manager resigns following a suggestion, whether formal or informal, by the Council that the Manager resign, then in that event, the Manager may, at the Manager’s option, be deemed to have been terminated as of the date of such reduction, or as of the date the Manager resigns at the Council’s suggestion; provided that, notice having first been given, the suspension of the Manager with pay pending the investigation and resolution of any charges against the Manager described in paragraph C. of this section shall not constitute a termination, or a reduction under this section. The Council shall be deemed to have suggested the resignation of the Manager at any time when a majority of the members of the Council shall at a Council meeting, or in writing, suggest that the Manager resign.
- F.** If the Manager terminates this Agreement by voluntary resignation of the position of City Manager, the Manager shall give 30 days’ notice in advance unless the Council agrees otherwise. In the event of resignation, Manager will be entitled to compensation for accrued leave, and other benefits on the same basis as any other employee of the City.

SECTION XV NOTICES

All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

City: Mayor or City Secretary
City of Burleson
141 West Renfro
Burleson, Texas 76028

Manager: Larry Bryan Langley
(Address on file with the City’s Human Resources Department.)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service, or three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

SECTION XVI

CONFLICT OF INTEREST PROHIBITION

The Manager shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Manager shall, except for a personal residence or residential property acquired or held for future use as the Manager's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

SECTION XVII GENERAL PROVISIONS

- A. **Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- B. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Johnson County, Texas.
- C. **Mediation.** The parties shall, in good faith, attempt to settle any controversy or claim by any party hereto arising out of or relating to this Agreement by mediation in accordance with the laws and rules of the State of Texas. Such mediation shall be held within thirty (30) days after demand therefor by any party. If one party fails or refuses to mediate within such thirty (30) day period, the other party may proceed to enforce such party's rights in a court of competent jurisdiction.
- D. **Severability.** In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- E. **Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- F. **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Manager and the duly authorized representative of the Council.
- G. **Effective Date.** This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Manager.

H. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Manager have executed this Agreement effective as of the date first written above.

CITY OF BURLESON

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary (City Seal)

AGREED AND ACCEPTED this the _____ day of _____, 20____.

Larry Bryan Langley, City Manager

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: January 23, 2023

SUBJECT:

2500 SW Hulen St (TOD Mixed-Use) (Case 22-131): Hold a public hearing and consider an ordinance for a zoning change request from “PD” Planned Development district, to “PD” Planned Development district, to allow for retail and single-family attached residential development on 35.20 acres. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)*

SUMMARY:

On September 19, 2022, an application was submitted by Nicholas Balsamo with Kalterra Capital Partners, to rezone approximately 35.20 acres from “PD” Planned Development district, to “PD” Planned Development district to allow for a mixture of retail and single-family attached lots within the Transit-Oriented Development (TOD) district. The applicant has proposed a new “PD” for their 35.20-acre parcel, attached as Exhibit “3”.

Planning Analysis

The applicant is proposing to develop the site as a planned development and zone the lot out of the current “PD” zoning outlined in Ordinance D-065-06 (attached as Exhibit 4). This request (if approved) would only apply to this 35.20 acre parcel. The original/ current PD zoning would remain intact for the remainder of parcels within the TOD designated area. The proposed PD reduces the overall potential or by-right residential density for this area, while also providing a retail component. Additionally, minimum design standards have been incorporated in to the zoning (PD language) to enhance the residential component of the proposed development.

Significant highlights of the current zoning proposal:

- Only permits general retail (Zones A1 and A2) and single family attached (Zones B1 and B2) with a maximum density of 12 dwelling units per acre.
 - Current zoning allows 20 dwelling units per acre by right. Allows greater than 20 dwelling units per acre with a parking structure [24 units per building].
- Multifamily apartments and endcap / live-work mixed-use apartment no longer allowed.
 - Current zoning apartments are permitted as an end cap with a maximum of 24 units; or as a component of mixed use with commercial and a parking structure.

- No more than 50 percent of residential units (as shown on site plan exhibit) shall be front loaded.
- Increased landscaping standards for residential dwellings. An ornamental tree (30 gallon) will be provided at a minimum of one (1) per cluster of units (2 attached dwelling units) and 1 canopy tree per six (6) dwelling units. 10 shrubs or bushes with a minimum size of 5 gallons, will be provided per dwelling unit.
 - Current zoning only requires one three (3) inch caliper tree per lot
- Provided amenities with standards. 2 dog stations, pool (2,000 S.F.), minimum one acre of connected walkways, clubhouse (min. 5,000 S.F.), 20 percent open space with 1,000 SF of cabanas, 2 BBQ pits, and a dog park (min. 3,000 SF)
 - Current zoning requires open/civic space, but no specific amenities
- Provided anti-monotony standards for residential dwellings. Additionally, no more than 35 % of units may be single-story.
 - Current zoning does not provided anti-monotony standards
- Provided garage standards. Cannot be forward most element or exceed 50 percent of the front façade.
- Providing decorating street and pedestrian lighting.
 - Current zoning does not provide enhanced lighting standards.

Proposed phasing:

Phase I will consist of zones A1 (general retail) and B1 (200 dwelling units).

Phase II will consist of zones A2 (general retail) and B2 (70 dwelling units).

Phase II residential shall not begin construction until Zone A1 or Zone A2 has received Certificate of Occupancy for no less than 6,000 SF of retail.

All street trees along Hulen St and Alsbury Dr will be planted prior to commencement of Phase II.

Site Plan Exhibit



This site is designated in the Comprehensive Plan as Transit Oriented District.

This land use category is reserved for higher density development that incorporates public transit access via rail, streetcar, or bus. Mixed use development that provides opportunities to live, work, shop and play within a closely defined area should be prioritized. Development should include a mix of office, retail, cultural facilities, and multi-story housing and townhomes that may be located above retail and office centers to create an interesting ground level that is pedestrian friendly.

Staff supports a zoning change request based on the reduction of density, the incorporation of retail with connected walkways, and the proposed enhancements incorporated within the planned development (PD) language.

Engineering:

Traffic:

Based on information provided by the developer, the development is anticipated to include approximately 22,400 square feet of commercial space, and 270 townhomes. Build-out of the development is anticipated to be completed by 2027. A traffic impact analysis (TIA) has been submitted and is currently being reviewed. The report indicated that access would be provided

by five (5) proposed access connections: two (2) connections to Hulen Street and three (3) connections to Alsbury Boulevard, it is anticipated that right-turn auxiliary lanes would be required along Hulen Street (northernmost drive only) and Alsbury Boulevard (two easternmost). The traffic engineering consultant for the City has not given final approval to the TIA; therefore, neither has the Development Services Department.

Utilities/ Drainage:

Detention aside on the site plan for a pond. Detention of storm water shall be incorporated into the design of the Development. Water is provided for a portion of the Development by the City of Burleson (Zone A2 and B2) and the remainder (Zone A1 and B1) provided by Johnson County Special Utility District (JCSUD). The development is proposing to have two separate water systems at this time. Burleson water and sanitary sewer will be extended to the development from existing lines located adjacent to the intersection of Alsbury Boulevard and Candler Drive. is required for developments 1 acre in size or larger; a five-acre area has been set aside for drainage purposes.

OPTIONS:

- 1) Approve an ordinance for the zoning change request; or
- 2) Approve an ordinance for the zoning change request with changes to or additional requirements within the PD; or
- 3) Deny an ordinance for the zoning change request.

RECOMMENDATION:

At their January 17, 2023 meeting; the Planning and Zoning Commission recommend unanimous approval of an ordinance for a zoning change request

Staff recommends approval of an ordinance for the zoning change request (Case 22-131) by unanimous vote.

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
 Director, Development Services
tmcilwain@burlesontx.com
 817-426-9684

2500 SW Hulen ZC

Location:

- 35.20 acres

Applicant:

Nicholas Balsamo
(Kalterra)

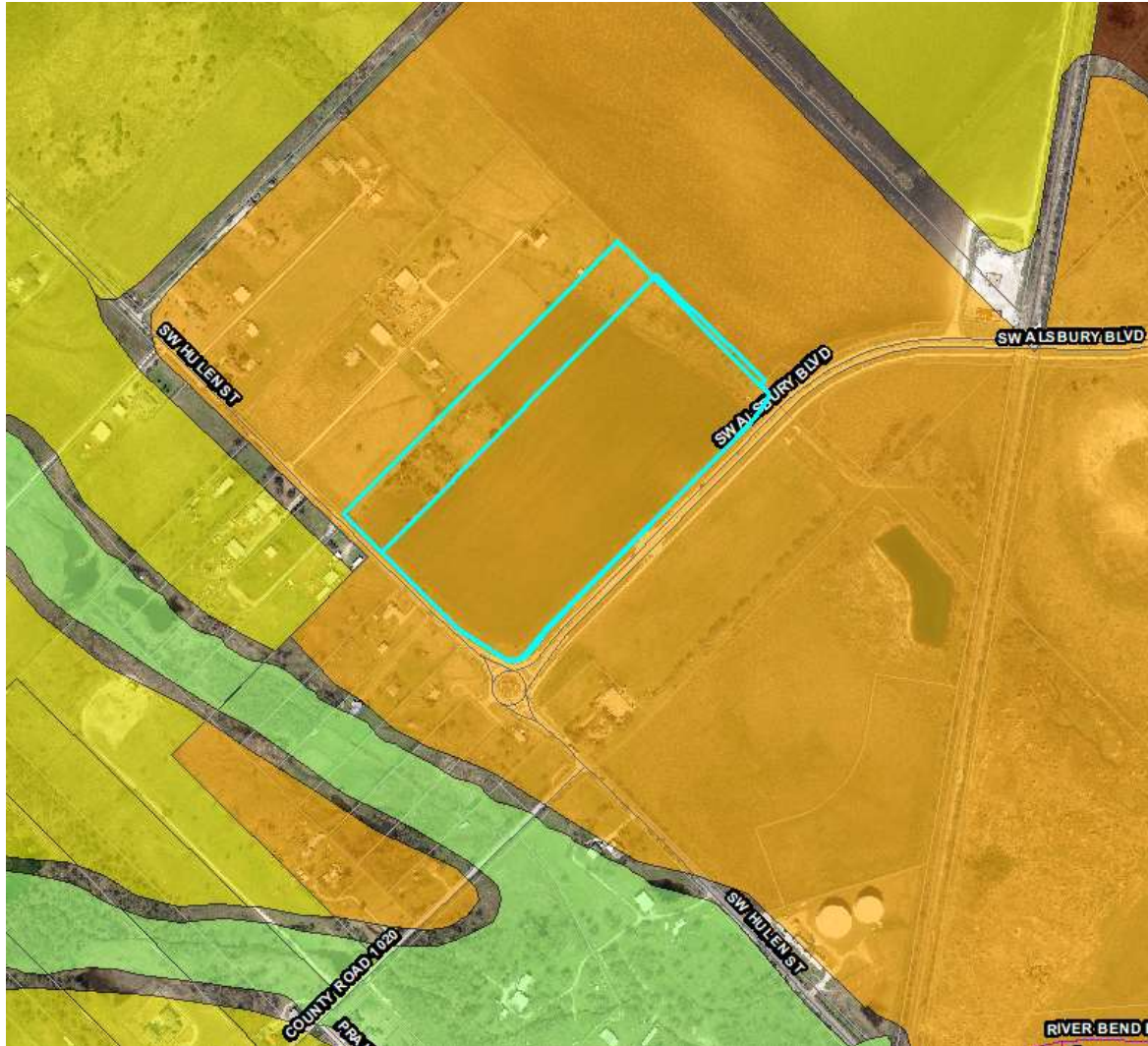
Item for approval:

Zoning Change Ordinance
(Case 22-131)



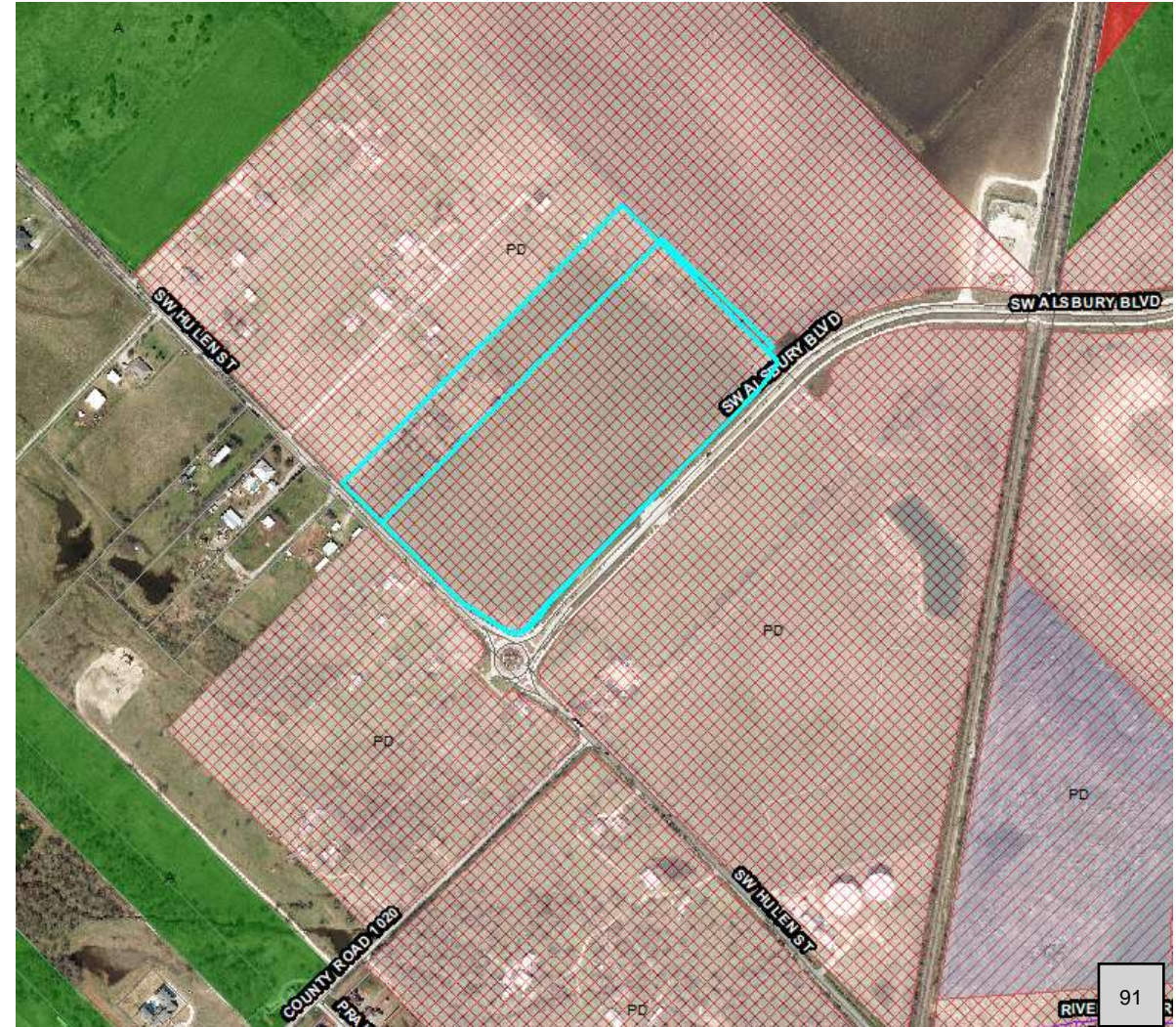
Comprehensive Plan

Transit Oriented District (TOD)



Zoning

PD (Ord. D-o65-o6)



2500 SW Hulen ZC

Proposed zoning	Current zoning
Only permits general retail and single family attached with a maximum density of 12 dwelling units per acre.	Allows 20 dwelling units per acre by right. Allows greater than 20 dwelling units per acre with a parking structure [24 units per building].
Multifamily apartments and endcap / live-work mixed-use apartment no longer permitted.	Multifamily apartments permitted as an end cap with a maximum of 24 units; or as a component of mixed use with commercial and a parking structure.
An ornamental tree (30 gallon) will be provided at a minimum of one (1) per cluster of units (2 attached dwelling units) and 1 canopy tree per six (6) dwelling units. 10 shrubs or bushes with a minimum size of 5 gallons, will be provided per dwelling unit.	Only requires one three (3) inch caliper tree per lot.
Provided amenities with standards. 2 dog stations, pool (2,000 S.F.), minimum one acre of connected walkways, clubhouse (min. 5,000 S.F.), 20 percent open space with 1,000 SF of cabanas, 2 BBQ pits, and a dog park (min. 3,000 SF).	Requires open/civic/ green space, but no specific or additional amenities.
Provided anti-monotony standards for residential dwellings. Additionally, no more than 35 % of units may be single-story.	Does not provided anti-monotony standards. All structures can be identical
Provided garage standards. Cannot be forward most element or exceed 50 percent of the front façade.	Requires rear entry or pull through garage with breezeway.
Providing decorating street and pedestrian lighting.	Current zoning does not provide enhanced lighting standards.

2500 SW Hulen ZC

Proposed phasing:

Phase I will consist of zones A1 (general retail) and B1 (200 dwelling units).

Phase II will consist of zones A2 (general retail) and B2 (70 dwelling units).

Phase II residential shall not begin construction until Zone A1 or Zone A2 has received Certificate of Occupancy for no less than 6,000 SF of retail.

All street trees along Hulen St and Alsbury Dr will be planted prior to commencement of Phase II.



2500 SW Hulen ZC

Traffic

A Traffic Impact Analysis (TIA) has been submitted and is currently in review. Any recommendations provided in the TIA shall be incorporated into the design of the Development.

Drainage

Detention of stormwater is required for proposed developments one acre in size or larger. Detention of stormwater shall be incorporated into the design of the Development.

2500 SW Hulen ZC

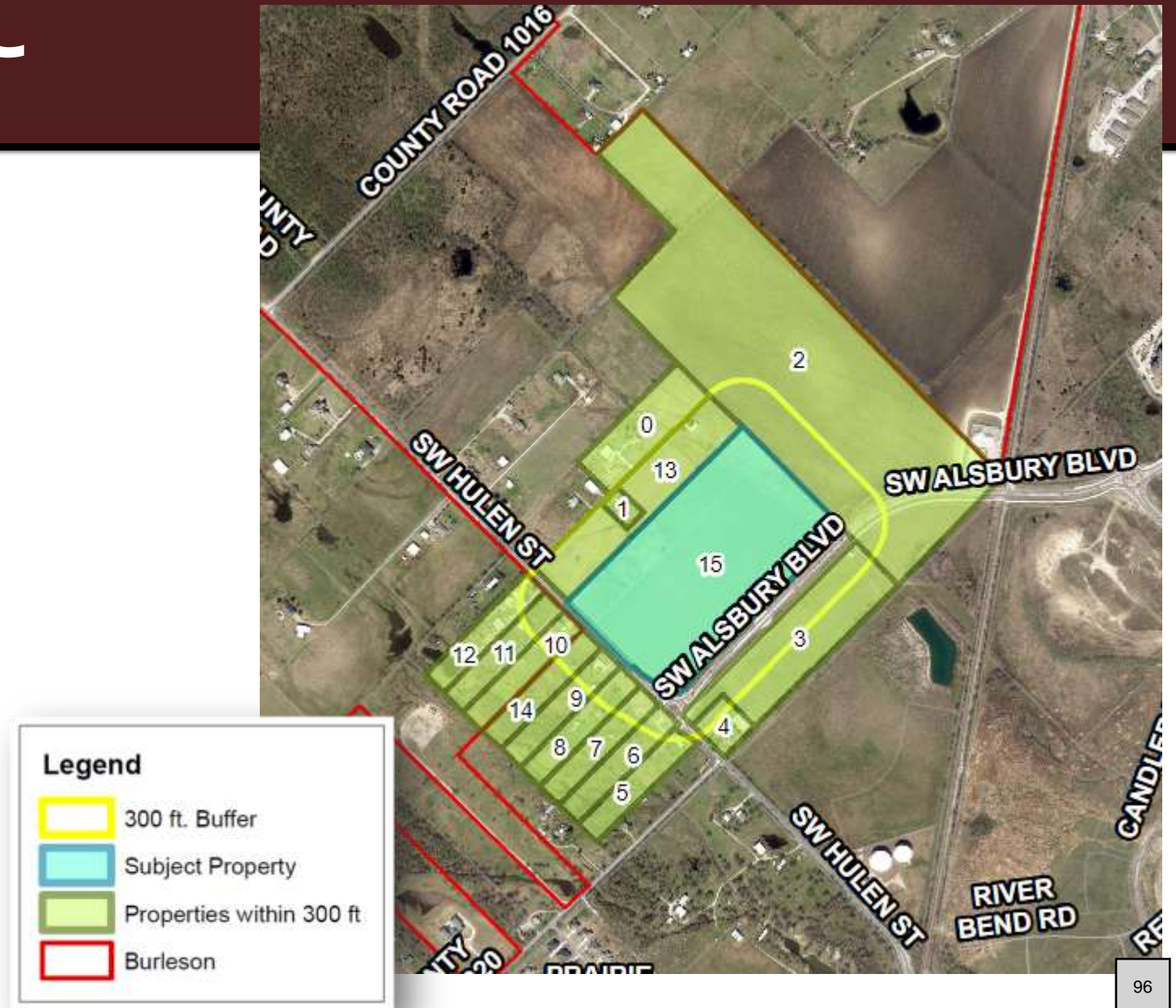
Utilities

The City of Burleson will provide sanitary sewer service. Water service will be provided for the Development by the City of Burleson and Johnson County Special Utility District (JCSUD). Existing facilities shall be extended to serve the Development as required by the City's Code of Ordinances.

2500 SW Hulen ZC

Public Hearing Notice Public notices mailed to property owners within 300 feet of subject property.

Published in newspaper
Signs Posted on the property



2500 SW Hulen ZC

P&Z Summary

Vote

Recommended approval unanimously

Discussion

There was a discussion regarding drainage and the commercial aspects of the project

Speakers

Linda Knight
Clint Nolen



2500 SW Hulen ZC

Staff's Recommendation

- Staff supports a zoning change request based on the reduction of density, the incorporation of retail with connected walkways, and the proposed enhancements incorporated within the planned development (PD) language.
- Recommend approval of an ordinance for the zoning change request (Case 22-131)



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 35.20 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NO. 177, JOHNSON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN CALLED 40.172 ACRE TRACT OF LAND CONVEYED FROM MATT POWELL TO HULEN COMMONS, LP, BY SPECIAL WARRANTY DEED, AS RECORDED IN VOLUME 3924, PAGE 66, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT, MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, an application for a zoning change was filed by Nicholas Balsamo on September 19, 2022 under Case Number 22-131; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held a public hearing and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson.

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern an individual zoning case that does not propose a change to the language to the Code of Ordinances of the City of Burleson.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

Section 1

The Official Zoning Map is hereby amended insofar as it relates to certain land described as approximately 35.20 acre tract or parcel of land situated in the H.G. Catlett survey, Abstract No. 177, Johnson County, Texas, and being part of that certain called 40.172 acre tract of land conveyed from Matt Powell to Hulen Commons, LP, by special warranty deed, as recorded in Volume 3924, Page 66, official public records, Johnson County Texas, included on Exhibit A, from PD, Planned Development District to PD, Planned Development District which are incorporated herein as Exhibit B, being attached hereto and incorporated herein by reference for all purposes.

Section 2.

The findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

Section 3.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable., and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6.

An offense committed before the effective date of this ordinance is governed by the prior law and

the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A
Property Description

Being a 35.20 acre tract or parcel of land situated in the H.G. Catlett Survey, Abstract No. 177, Johnson County, Texas, and being part of that certain called 40.172 acre tract of land conveyed from Matt Powell to Hulen Commons, LP, by Special Warranty Deed, as recorded in Volume 3924, Page 66, Official Public Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point at or near the centerline of S.W. Hulen Street, also known as County Road 920, at the South corner of a called 11.498 acre tract of land conveyed to Lynda Ann Knight, by Warranty Deed, as recorded in Volume 1650, Page 275, Official Public Records, Johnson County, Texas, and at the West corner of said 40.172 acre tract;

THENCE North 44 degrees 50 minutes 54 seconds East, with the Southeast line of said 11.498 acre tract and with the Northwest line of said 40.172 acre tract, passing at 25.26 feet a 1/2" iron rod found, continuing for a total distance of 1,653.96 feet to a 3/4" iron pipe found in the Southwest line of the remainder of a called 1,021.925 acre tract of land conveyed to HMP Ranch LTD., by Limited General Warranty Deed, as recorded in Volume 3803, Page 887, Official Public Records, Johnson County, Texas, at the East corner of said 11.498 acre tract, and at the North corner of said 40.172 acre tract;

THENCE South 45 degrees 02 minutes 06 seconds East, with the Southwest line of said 1,021.925 acre tract and with the Northeast line of said 40.172 acre tract, a distance of 901.20 feet to a 5/8" iron rod found at the North corner of a called 4.920 acre tract of land conveyed to the City of Burleson, by Judgement in Absence of Objections, as recorded in File No. 2017-4195, Official Public Records, Johnson County, Texas and at the beginning of a curve to the right, with a radius of 34.00 feet, a delta angle of 29 degrees 02 minutes 24 seconds, the chord of which bears South 11 degrees 52 minutes 44 seconds West, for a chord distance of 17.05 feet;

THENCE with the Northwest and Northeast line of said 4.920 acre tract, the following courses and distances:

Along the arc of said curve, for an arc length of 17.23 feet to a 5/8" iron rod found in a compound curve to the right, with a radius of 489.00 feet, a delta angle of 18 degrees 10 minutes 31 seconds, the chord of which bears South 35 degrees 28 minutes 58 seconds West, for a chord distance of 154.47 feet;

Along the arc of said curve, for an arc length of 155.12 feet to a 1/2" iron rod set capped (By-Line);

South 44 degrees 34 minutes 13 seconds West, a distance of 1,081.63 feet to a 1/2" iron rod set capped (By-Line) at the beginning of a curve to the left, with a radius of 1,551.00 feet, a delta angle of 08 degrees 05 minutes 36 seconds, the chord of which bears South 44 degrees 03 minutes 03 seconds West, for a chord distance of 218.90 feet;

Along the arc of said curve, for an arc length of 219.09 feet to a point;

South 38 degrees 00 minutes 03 seconds West, a distance of 66.84 feet to a 1/2" iron rod set capped (By-Line);

South 80 degrees 35 minutes 53 seconds West, a distance of 23.45 feet to a 1/2" iron rod set capped (By-Line) at the beginning of a curve to the right, with a radius of 49.00 feet, a delta angle of 40 degrees 58 minutes 20 seconds, the chord of which bears North 78 degrees 54 minutes 57 seconds West, for a chord distance of 34.30 feet;

Along the arc of said curve, for an arc length of 35.04 feet to a 1/2" iron rod set capped (By-Line);

North 58 degrees 25 minutes 47 seconds West, a distance of 237.30 feet to a 1/2" iron rod set capped (By-Line);

North 45 degrees 13 minutes 20 seconds West, a distance of 65.24 feet to a 1/2" iron rod set capped (By-Line);

South 44 degrees 46 minutes 40 seconds West, a distance of 24.86 feet to a PK nail found at or near the centerline of S.W. Hulen Street, at a West corner of said 4.920 acre tract, and in a Southwest line of said 40.172 acre tract;

THENCE North 45 degrees 14 minutes 44 seconds West, generally along the centerline of S.W. Hulen Street and with a Southwest line of said 40.172 acre tract, a distance of 613.50 feet to the POINT OF BEGINNING and CONTAINING 35.20 acres of land.

Exhibit B – Development Standards

Section 1. Purpose and Intent

The purpose and intent of this zoning ordinance is to establish appropriate restrictions and development controls necessary to ensure that the future horizontal mixed-use development of the subject property maintains compatibility with the surrounding development and zoning.

Section 2. Development Standards

A. Applicability

All development located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this zoning ordinance.

B. Base Zoning

Any zoning, land use requirement or restriction shall conform to those requirements and/or standards of the base zoning detailed in the Site Plan Exhibit.

C. Concept Plans.

Development of any property within the boundaries of this Planned Development District shall generally conform with the Site Plan Exhibit. If there is any conflict between the text of this ordinance and the concept plan, the text of this article controls.

D. Detailed Zone Standards

1. Zone A – General Retail District

- a. **Base Zoning.** Zone A base zoning is General Retail District.
- b. **Special Use Permit (SUP).** The following uses require a Special Use Permit within Zone A:
 - i. Convenience Store with Fuel Sales
 - ii. Drive-Thru

2. Zone B – SFR-AT Single-Family Attached Townhomes

- a. Units shall conform to the attached concept elevations. Single story – Style A.1 and A.2; 2-story townhomes – Style B (front and rear-loaded); 3-story buildings – Style C.
- b. **Base Zoning.** Zone B base zoning is SFR-AT Single-Family Attached Townhomes
- c. **General Description.** The SFR-AT single family attached dwelling district is established to provide adequate space for medium-density, single-family attached type residential development.

d. **Underlying Standards.** This district will adhere to the SFA zoning district as established by the City of Burleson Zoning Ordinance, Section 58, unless specifically altered in this section.

e. **Lot Dimension Calculation.**

- i. The average width of a lot may be calculated as the total width of all platted lots of the one-family attached dwelling complex contained within that block divided by the number of dwellings in the complex.
- ii. The area of a lot may be calculated as the total square footage of all platted lots of the one-family attached dwelling complex divided by the number of dwellings in the complex for each block.
- iii. The maximum width of a one-family attached dwelling complex utilizing this calculation shall be limited to 125 feet. The maximum number of dwellings shall be limited to six (6).

f. **SFR-AT Single-Family Attached Townhomes Standards.** Development complying with SFR-AT Single-Family Attached Townhomes standards shall comply with the following standards:

- i. **Density.** The maximum residential density is 12 dwelling units per acre.
- ii. **Living Area.** The minimum living area per unit is 600 square feet and the maximum living area per unit is 2,400 square feet.
- iii. **Lot Size.** The minimum lot size is 2,000 square feet.
- iv. **Lot Coverage.** The maximum coverage per lot is 70 percent.
- v. **Lot Width.** The minimum lot width is 20 feet.
- vi. **Lot Depth.** The minimum depth allowed per lot is 70 feet (minimum lot size will be 2,000 SF).
- vii. **Units per Building.** Maximum number of units per building is 6 units.
- viii. **Height.** The maximum building height is 40 feet; maximum 3 stories.
- ix. **Single story.** No more than 35% of total units shall be single story.

g. **Yard Area Requirements**

- i. Front yard setback – 5 feet.
- ii. Side yard setback (attached units) – 0 feet.
- iii. Side yard setback (between structures) – 5 feet minimum between structures
- iv. Side yard (exterior lot street or alley corners) – 5 feet.
- v. Rear yard setback – 5 feet.

- vi. Garage door setback – 5 feet.
 - vii. Front yard projections into setback – 2 feet.
 - viii. Rear yard projections into setback – 2 feet.
 - ix. Side yard projections into setback – 2 feet.
 - x. Courtyard within front yard setback will be permitted to within 0 feet or front property line.
 - xi. Fencing within front yard setback will be permitted to within 5 feet of property line. Front yard fencing on interior lots will be 50 opaque not to exceed 48" in height (i.e., wrought iron or picket fences).
 - xii. Privacy fencing of lots along the perimeter of the development may not exceed 6 feet in height.
 - xiii. Accessory trellis within front yard setback permitted to within 2 feet of property line.
 - xiv. Minimum sidewalk width will be 3 feet.
- h. **Roof Pitch.** A minimum roof pitch of 4:12 will be allowed. No minimum pitch is required for accent or dormer roofs.
 - i. **Garage Standards.** No garage shall exceed 50 percent of the front façade and shall not be the forward most element of the structure. (i.e., front door or covered porch must extend forward of the garage opening)
 - j. No less than 50 percent of the homes as generally shown on Exhibit A shall be rear entry.
 - k. **Landscaping.** An ornamental tree (30 gallon) will be provided at a minimum of one (1) per cluster of units (2 attached dwelling units) and 1 canopy tree per six (6) dwelling units. 10 shrubs or bushes with a minimum size of 5 gallons, will be provided per dwelling unit.
 - l. **Lighting:** Pedestrian poles on major drives inside the property – every 200 feet; bollard lights – min. 2 per every interior sidewalk.
 - i. Street and pedestrian lighting shall be of a decorative nature and have a black powder coat finish and must be raised at least nine-inches above finished grade on a concrete pedestal.
 - m. **Dog cleanup stations** – min. 2 along the trail; Benches – min. 2 along the trail.
 - n. **Open Space.** Open space and parks requirements for the City will be satisfied by the Master Developer as described in this Ordinance. 20% open space; minimum 1,000 SF cabanas and 2 BBQ pits will be provided. Dog park – minimum of 3,000 SF.
 - o. **Separate pool** – minimum 2,000 SF.

- p. **Connected walkways.** Minimum 1.0 acre will be provided.
- q. **Clubhouse** – minimum 5,000 SF and will include Business Center – minimum 300 SF; community room – minimum 800 SF.
- r. **Off-street parking:** 1 garage and 1 parking space per dwelling unit will be provided.
- s. **Anti-Monotony Standards**
 - i. **Interior lots:** No two of the same elevation shall exist on the same side of any street. This does not include the attached structure(s) sharing the same elevation.
 - ii. **Perimeter lots:** No structure shall have the same elevation within 4 structures of any unit. This does not include the attached structure(s) sharing the same elevation.
 - iii. Anti-monotony can be accomplished by having adjacent structures of different stories and/or utilizing different elevations / architectural styles or by utilizing different primary façade materials that comprise no less than 50 percent for each adjacent structure (i.e., brick or stone)
- t. **Phasing – (Shown below)**
 - i. Phase I will consist of zones A1 and B1. Phase II will consist of zones A2 and B2. Phase II residential shall not begin construction until Zone A1 or Zone A2 has received Certificate of Occupancy for no less than 6,000 SF of retail.
 - ii. Maximum number of units for Phase I is 200 units.
 - iii. Maximum number of units for Phase II is 70 units.
 - iv. All street trees along Hulen St and Alsbury Dr will be planted prior to commencement of Phase II.

Site Plan Exhibit



Style A.1



Style A.2



Style B (Front loaded)



Style B (Rear Loaded)



Style C



ORDINANCE D-065-06

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF APPROXIMATELY 373 ACRES OUT OF THE H.G. CATLETT SURVEY, ABSTRACTS NO. 180, 186 AND 177, AND THE S.M. BLAIR SURVEY, ABSTRACT 65, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, FROM THE A AGRICULTURAL DISTRICT TO THE PD PLANNED DEVELOPMENT DISTRICT; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a zoning change was initiated by the City of Burleson under Case Number 06-030; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held a joint public hearing and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

SECTION 1

The Comprehensive Plan, the Zoning Ordinance, and the Official Zoning Map are hereby amended insofar as they relate to certain land located in Burleson, Texas, as shown on the Zoning Map attached as Exhibit "A", and described by metes and bounds description attached as Exhibit "B", by changing the zoning of said property from the A Agricultural district to the PD Planned Development district, including any other conditions and restrictions imposed and approved by the City Council, which are incorporated herein.

SECTION 2

The Planned Development, commonly known as the Burleson West Transit Oriented Development, shall be subject to the following conditions:

A. COMMUNITY INTENT

The West Transit-Oriented Development (TOD) District establishes a mixed use community anchored by a planned commuter rail station linking Johnson and Tarrant Counties, surrounded by authentic neighborhoods with roots in the enduring qualities of Burleson—its small town ambience, its traditional downtown and its strong heritage.

The West TOD District provides the design and development standards for the subject area delineated within the West portion of the Burleson TOD, attached as Exhibit 1 and incorporated by reference. The TOD Street Type Matrix, Table A attached hereto and incorporated by reference, the TOD Building Type Matrix, Table B attached hereto and incorporated by reference, and the respective explanatory regulations accompanying those matrices constitute binding regulations and standards for the West TOD District and are incorporated herein by reference. In order to develop and sustain this community, the following standards are hereby established.

1. Walkability. In order to facilitate walkability and livability, all streets shall provide accessible sidewalks with street trees or adjacent trails. Block lengths shall be as short as possible to accommodate a walking environment. Street types and cross-sections are established herein to facilitate an integrated set of transportation choices—driving, walking, cycling and transit, as well as to form a place bounded by building facades creating “street walls.” Carefully designed civic spaces such as greens, squares, plazas and trails shall be integrated into the neighborhoods.
2. Home Occupations. In order to accommodate a community that reflects the modern economy and demographic trends, home occupations shall be allowed in all residential units as follows:
 - a. The occupation function shall be incidental to the primary function of the building as a residence.
 - b. No person outside the residence may be employed unless the residence is a Live-Work unit.
 - c. There shall be no exterior display, no exterior storage of materials and no other variation from the residential character of the principal building, unless the residential unit is a Live-Work Unit or the building has been converted to a non-residential function consistent with applicable building codes.
 - d. A Live-Work Unit shall have separate entry doors and spaces for the respective residential and non-residential functions.
3. Architecture. Architectural standards herein (e.g., “windows shall be oriented vertically”) are functional in nature. Conversely, architectural style (e.g., Victorian, Prairie, Arts & Crafts, etc.) shall be determined through privately enforced conditions, covenants & restrictions (CC&Rs) so that the neighborhoods over time are responsive to evolving market preferences and styles.
4. Applicability of Subdivision Standards
 - a. The standards herein shall establish the street cross-section criteria and lot standards for subdivision within the area depicted in Exhibit 1. Any approved Preliminary and/or Final Subdivision Plat must substantially conform to the adopted site plan and concept plan for zoning.
 - b. Lots utilized for uses within the West TOD District shall conform to the requirements of the Subdivision and Development Ordinance. To the extent any standards therein conflict with standards herein, the standards herein shall control.
5. Applicability of other Requirements the Zoning Ordinance. All other requirements of the Zoning Ordinance shall apply unless they conflict with standards established in the West TOD District.

B. LAND USES, BUILDING HEIGHTS, AND OTHER ACTIVITIES

1. This section shall apply to areas designated “mixed use,” “destination retail/mixed use” or the area within Hulen Street, Alsbury Street and the Railroad delineated in Exhibit 1.
 - a. A premises on a legal lot shall be used for the following:
 - (1) retail services
 - (2) retail goods sales

- (3) art, furniture or electronics studio (retail, repair or fabrication)
 - (4) restaurant, café, bakery, deli or coffee shop
 - (5) coffee roasting
 - (6) beer, wine or other alcoholic beverage on premises sales in conjunction with a restaurant
 - (7) movie and/or performance theater
 - (8) museum or philanthropic institutions
 - (9) fraternal or other private social club
 - (10) structured parking garage provided that the frontage on the ground floor addressing the primary street is another use delineated herein
 - (11) hotel
 - (12) bed & breakfast professional offices
 - (13) health services office, clinic or laboratory
 - (14) government/civic offices
 - (15) transit
 - (16) farmer's market, parade, cultural events (requires special use permit)
 - (17) gas station (subject to specific use permit based on design and location accommodating an urban environment)
 - (18) Residential uses per the Building Type Matrix (Table B) and per the applicable street established in the Street Type Matrix (Table A), except for Estate, Large, Medium and Small House
 - b. Buildings may not exceed three (3) stories in height. Up to an additional five (5) stories may be constructed if structured parking is utilized and at least five (5) of the eight (8) of the following elements are utilized at the primary address of the building.
 - (1) patio/café seating
 - (2) plaza or courtyard
 - (3) water feature/fountain
 - (4) bicycle racks
 - (5) overhangs providing shade/colonnade
 - (6) recessed front entryway of at least forty (40) square feet
 - (7) sculpturing of the ground floor, utilizing cornices, corbelling, molding, string coursing, change in materials, and/or change in color
 - (8) recessed windows, or arches, pediments or mullions to distinguish windows
 - c. Buildings shall be sited according to the build-to-line established by street type in the Street Type Matrix (Table A)
2. This section applies to areas not designated "mixed use," or "destination retail/mixed use"; and the area west of Hulen Street or the area west of Alsbury Street delineated in Exhibit 1.
- a. Premises on a legal lot shall be used for residential or live-work (if applicable) uses per any of the housing types allowed in the Building Type Matrix (Table B) and per the applicable street established in the Street Type Matrix (Table A).
 - b. Building heights are established by the applicable building in the Building Type Matrix (Table B).
 - c. Buildings shall be sited according to the build-to-line established by street type in the Street Type Matrix (Table A)
3. Outdoor Displays. Outdoor displays for retail uses shall be limited to no more than fifty percent (50%) of the building's private frontage for lots fifty (50) feet or less in width and no more than twenty-five percent (25%) for lots greater than fifty (50) feet in width. Displays shall be allowed with functional restrictions within the building's public frontage (i.e., the public right-of-way) upon the approval of the City Manager or designee, subject to appeal to the City Council.
4. Café Seating. Outdoor café seating for restaurant, café, deli or coffee shop uses shall be limited to the building's private frontage unless café seating is licensed with functional restrictions with the

building's public frontage (i.e., the public right-of-way) upon the approval of the City Manager or designee, subject to appeal to the City Council.

5. Accessory Building Uses. The massing and use of accessory buildings shall comply with those standards contained in the Burleson Zoning Ordinance.
6. Prohibited Uses. Uses not specifically enumerated in the West TOD District, but are substantially similar, may be permitted upon the approval of the City Manager or designee, subject to appeal to the City Council. All other uses shall be prohibited, including but not limited to vehicle sales/services/repair, industrial, heavy manufacturing, and warehousing.

C. STREET CONNECTIVITY AND VISTAS

1. All streets shall be located so that all streets terminate at other streets except where not feasible due to natural site conditions. Cul-de-sacs shall be permitted only when warranted by natural site conditions.
2. Alleys should be utilized where feasible.
3. At every termination point of a street, or where it makes a ninety-degree turn (plus or minus fifteen degrees), the street shall terminate on a building or vertical element to establish a terminated vista, unless the street terminates into a park, a monumented trail entrance or natural area.

D. OFF-STREET PARKING

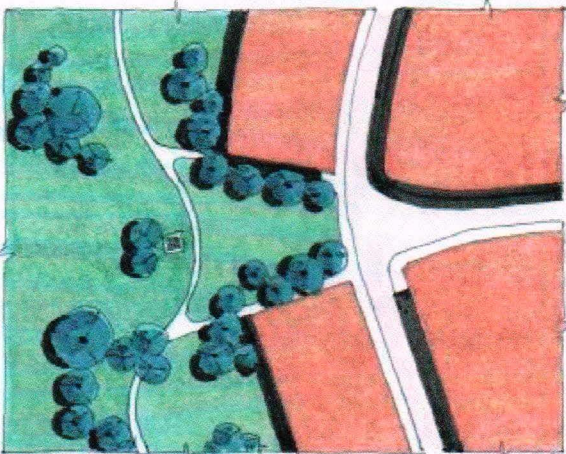
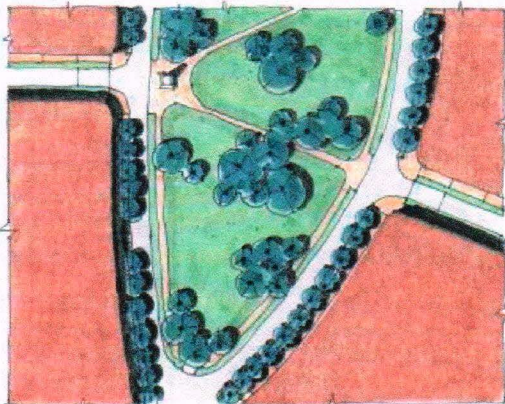
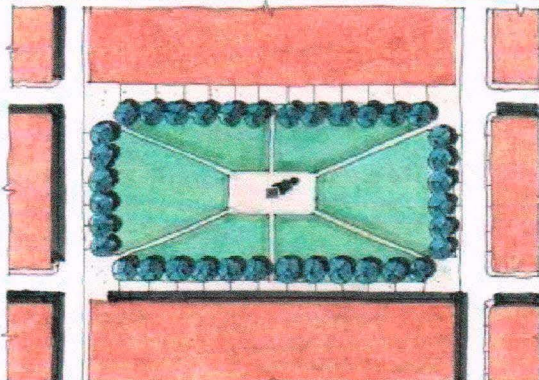
1. Location Generally. Off-street parking shall not be located between the primary address of the building and the public right-of-way.
2. Area within Hulen Street, Alsbury Street and the Railroad delineated in Exhibit 1. An off-street parking lot on the side of a building shall not be wider than sixty-five (65) feet, and a street-screen shall be provided such that the side of the parking bays closest to the street shall be screened by a wall or landscaped wrought iron fence three (3) feet in height.
 1. Spaces Required
 - (a) Residential Uses—As required by the applicable housing type in the Building Type Matrix (Table B)
 - (b) Non-residential Uses—As required by the Burleson Zoning Ordinance
 - (c) Neighborhood Commercial Incentive—The number of off-street parking spaces required for retail services, retail goods sales; pharmacies; dry cleaners; art, antique, furniture or electronics studios (retail, repair or fabrication); restaurants, cafés, delis or coffee shops; and retail bakeries shall be waived for the first 1,500 square feet of retail floor space (excluding kitchen, administrative and storage space) for a particular use as long as the total square footage of the use is no greater than 5,000 square feet.
3. Shared Parking. Off-street parking requirements for any and all uses permitted in the West TOD District may be waived subject to a shared parking agreement or a coordinated parking plan approved by the City Manager or designee, subject to appeal to the City Council.

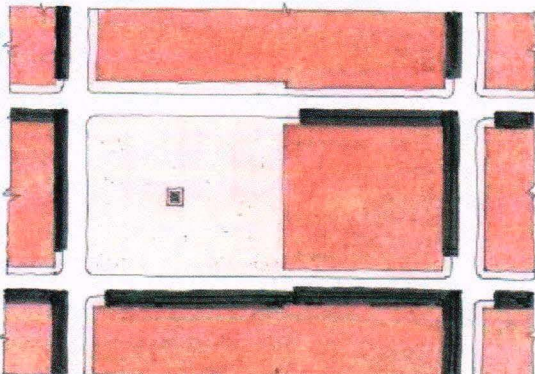
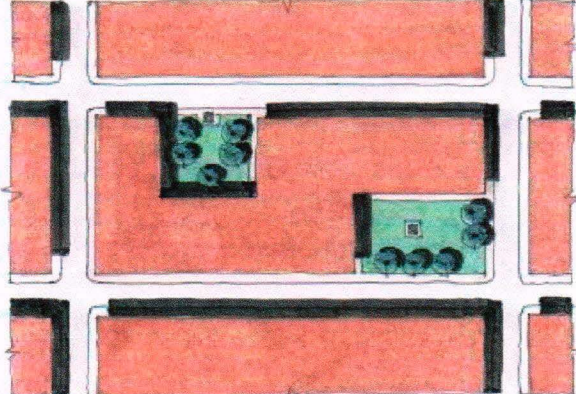
E. CIVIC SPACE

1. Each platted project shall assign at least five (5) percent of the acreage (not including public right of way or flood plain) to civic space as graphically depicted below. This standard shall not be satisfied through the option of payment into a parkland dedication fund.
2. Seventy (70) percent of all residential or mixed-use lots shall be located within 800 feet of green or

civic space for any given platted project.

3. Backing buildings onto trails or natural areas is strongly discouraged. If a building backs onto trails or natural areas, it shall utilize a rear fence that is metal and not opaque in order to enhance visual security of the Public Space, trails or natural areas. If a rear-loaded garage or pull through garage is utilized, the garage shall be located within three (3) feet of the side property line or utilize a common wall with an adjacent garage to enhance the visual security.
4. The civic space shall be designed in accordance with the following illustrative standards.

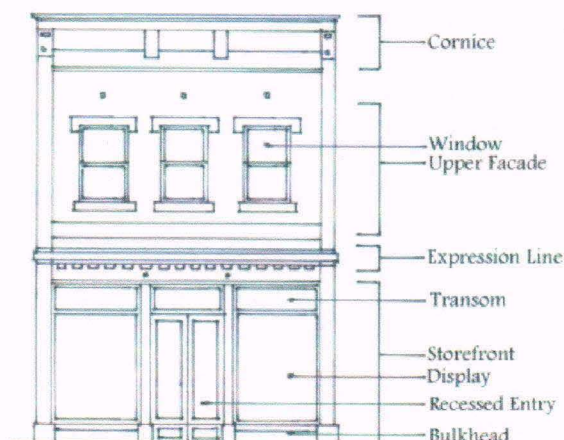
<p>a. Park</p> <p>A natural area available for unstructured recreation. A park may not be framed by building frontages. Parks shall be composed of trails, paths, meadows, tree stands and open shelters. Parks may be linear, following natural corridors and waterways. The minimum size shall be fifteen (15) acres.</p>	
<p>b. Green</p> <p>An open space, available for unstructured recreation. A green may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees laid out naturally. The minimum size shall be two (2) acres and the maximum size shall be fifteen (15) acres.</p>	
<p>c. Square</p> <p>An open space available for unstructured recreation and civic purposes. A square is spatially defined by buildings. Its landscape shall consist of paths, lawns, and trees laid out formally. Squares shall be located at the intersection of important streets. The minimum size shall be one (1) acre and the maximum size shall be five (5) acres.</p>	

<p>d. Plaza</p> <p>A primarily hardscaped open space with formal landscaping, available for civic purposes and commercial activities. A plaza shall be spatially defined by buildings. Plazas should be dimensioned at an approximate 3:1 ratio in terms of its width relative to the building heights. It shall not be dimensioned at more than a 6:1 ratio</p>	
<p>e. Playground</p> <p>An open space designed and equipped for children's recreation. A playground shall be fenced and may include an open shelter. Playgrounds shall be located within residential areas and may be placed within a block as illustrated. They may included in parks and greens. There shall be no minimum or maximum size.</p>	

F. ARCHITECTURAL, LANDSCAPE, SIGNAGE AND MISCELLANEOUS STANDARDS

1. Architectural Standards

- a. An expression line shall delineate divisions between floors of all buildings, and a cornice shall delineate the tops of facades that do not utilize a pitched roof. For retail storefronts, a transom, display window area and bulkhead at the base shall be utilized.



- b. To screen rooftop mechanical equipment, other appurtenances, and flat or built-up roofs, all structures having a footprint of 5,000 square feet or less shall be constructed with a pitched roof. Those structures having a footprint greater than 5,000 square feet shall be constructed with either a pitched or parapet roof system enclosed on all sides.

- c. Mansard roofs and flat membrane-type roofs that are visible are prohibited. Roofs shall be constructed of a process and of materials that shall have a minimum installation and manufacturer's warranty of at least 20 years.
- d. Ground floor retail building plate heights shall be at least fifteen (15) feet in height.
- e. Windows shall be oriented vertically. Windows on single family or town house residential buildings shall also utilize significant surrounds or shutters, as well as mullions between grouped windows.
- f. Columns and piers shall be spaced no farther apart than the height of the column or pier.
- g. Transparency: Each floor of any building façade facing a park, plaza or street shall contain transparent windows covering from 15 to 75 percent of the façade area. In order to provide clear views of merchandise and to provide natural surveillance of exterior street spaces, the street-level floor along the retail storefront facade shall have transparent storefront windows covering no less than fifty (50) percent of the façade area.
- h. Permitted finishes for commercial or mixed use buildings – At least eighty percent (80%) of the exterior of all new buildings (excluding doors and windows) shall be finished in one or more of the following materials:
 - (1) Brick, stone, cast stone, rock, marble, granite, glass block and/or tile
 - (2) Exterior Insulating Finishing System (EIFS) as an accent (abuse resistant EIFS above 8 feet above grade)
 - (3) Cementitious-fiber clapboard with at least a 50-year warranty
 - (4) Split face concrete block, poured-in-place concrete, and tilt-wall concrete. Any use of concrete products shall have an integrated color and be textured or patterned. Tilt-wall concrete structures shall include reveals, punch-outs, or other similar surface characteristics to enhance the façade on at least twenty-five (25) percent of each façade.
- i. The following permitted finishes for residential buildings and live/work units shall be allowed: Cementitious-fiber clapboard (not sheets) with at least a 50-year warranty; brick; stone; man-made stone and stucco utilizing a three-step process. The following shall be allowed up to thirty percent (30%) as an accent material: wood, Exterior Insulating Finishing System (EIFS) (abuse resistant EIFS above 8 feet above grade) or similar material over a cementitious base, rock, glass block and tile.
- j. Side facades and rear facades shall be of finished quality and of the same color and materials that blend with the front of the building. Rear facades may be painted tilt-wall or painted block matching the same color of the rest of the building if the rear façade faces an alley or is not viewable from a public street or right-of-way.
- k. On single-family residences, at least one of the following shall be utilized: porches, stoops, bay windows, balconies, masonry clad chimneys, attached pergolas or colonnades. Those architectural elements may encroach into the build-to-line.
- l. Plate Heights for single-family residential homes shall be no less than ten (10) feet for the first floor and nine (9) feet for the second or higher floors.
- m. Garages for residential buildings generally shall be located at the rear on alleys, except in order to preserve trees at the rear of the lots. Pull-through garages are allowed if the garage door is set back behind the rear façade of the main structure. If front-loaded garages are utilized on single-family residential lots, the garages shall be no greater than twenty-four (24) feet wide, and set back at least ten (10) feet measured from the face of the main structure closest to the garage, or rotated ninety (90) degrees with windows on the wall facing the street. All garage doors shall be divided into single bays separated by at least an 18-inch column. Front-loaded garages on

residential lots less than sixty (60) feet wide shall not be allowed. Town homes and courtyard apartments shall utilize rear-loaded garages.

- n. An enclosed garage or carport shall be designed and constructed of the same material as the primary building.
 - o. The exterior walls of buildings may be lit with wall washer type lights, natural gas lamps, or low wattage decorative electric lamps.
2. Landscaping. Requirements for landscaping shall be in accordance with Chapter 10 of the Burleson Code of Ordinances.
 3. Signage. Requirements for signs shall be in accordance with the provisions of the Zoning Ordinance.
 4. Dumpster Screening. All freestanding dumpsters shall be screened on all four sides with an opaque closure measuring to a height at least six (6) inches above the top of the dumpster. A dumpster located in an alley on the perimeter of the project shall be screened from view on all sides with an opaque enclosure or building niche measuring at least six (6) inches above the top of the dumpster. The building niche shall be constructed of material that matches the building.

EXHIBIT 1 – BURLESON TOD

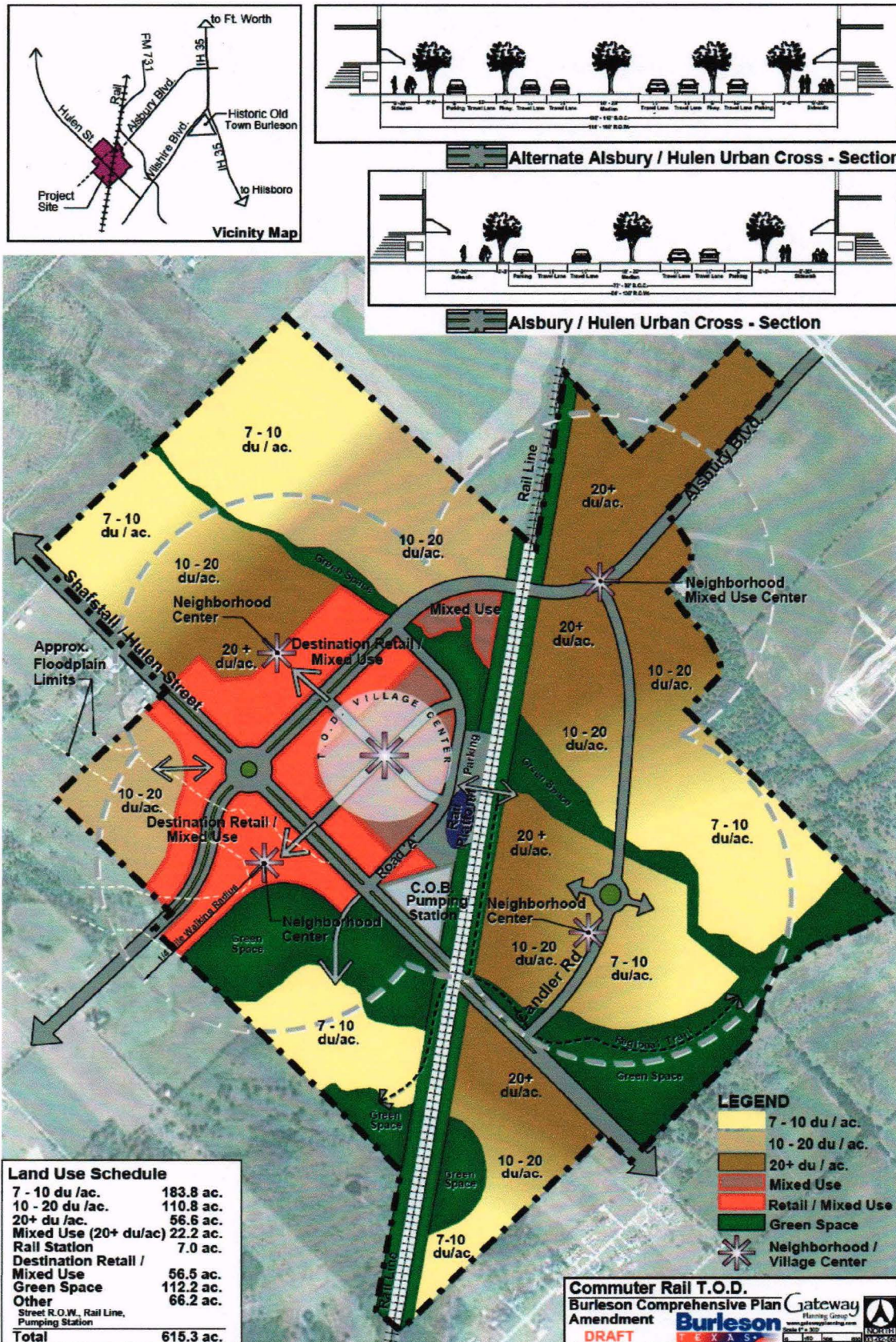

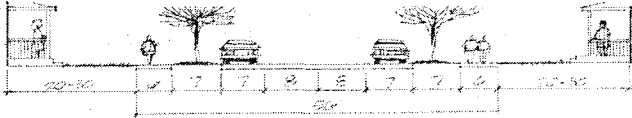
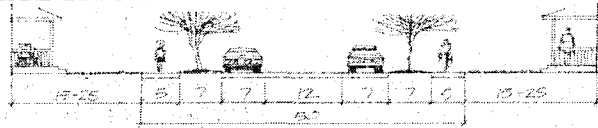
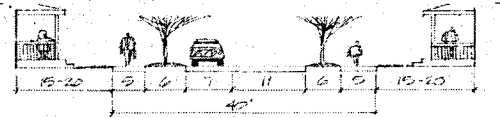

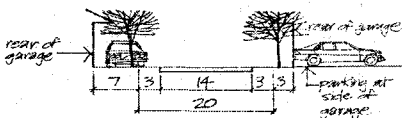
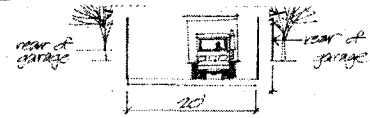
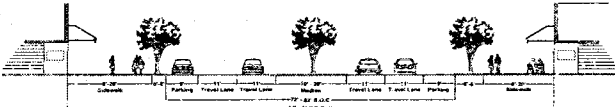
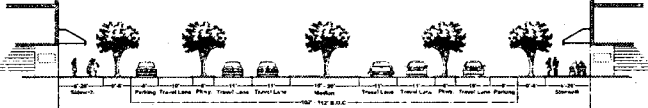


TABLE A – TOD STREET TYPE MATRIX

Street Types (1)		Curb Radii	Speed mph	Build-to-Line (2)	Street Cross Section (3)	Building Types (4)
A-68-34	Two-way Avenue with Parking	15'	30	20'-30'		All
S-56-30	Two-way Street with Parking	15'	25	20'-30'		All
S-50-26	Two-way Street with Parking	10'	20	15'-25'		All except non-residential, apartment, and Live-Work/Urban Loft
S1W-40-18	One-way Street with Parking	10'	15	15'-20'		All
C-34-23	Two-way Court with Parking	10'	15	10'-25'		All except non-residential and apartment
RA-20-14	Residential Alley (5)	15'	15	3'-7' or ? 16' (6)		All except non-residential and urban loft
CA-20-20	Commercial Alley - Temporary Parking	15'	15	0'-5'		All except House and Townhome/Stacked Condo
PA-138-62	Primary Arterial (Ailsbury--Hulen)	15'	35	varies		All except House
PA-168-80	Primary Arterial (Alternative Ailsbury--Hulen)	15'	35	varies		All except House

Gateway Planning Group

Explanatory Regulations:

- The first number in the type name establishes the right-of-way width; the second number establishes the paved section width.
The paved section width dimensions are set curb face to curb face except primary arterials, and the parkway includes the top of curb. Mountable curbs shall be allowed. Curbless streets shall be allowed adjacent to greenways, Public Space, and trails for storm water management purposes.
- A Build-to-Line (BTL) shall be established and platted for each street. No less than 80% of the buildings along a block shall conform to the BTL.
For the Side Street side of buildings on corner lots, the minimum side yard dimension shall serve as the BTL.
- Trees denote required street trees.
- The West TOD Zoning District Building Types Matrix establishes the building types and core uses allowed.
- For houses fronting on greens, the RA-20-14 alleys may serve as sole street access for the lot if the BTL is established at 7 feet or greater than 16 feet, or on-street parking is located within 100 feet of the front door, or additional off-street parking is provided.

TABLE B – TOD BUILDING TYPE MATRIX

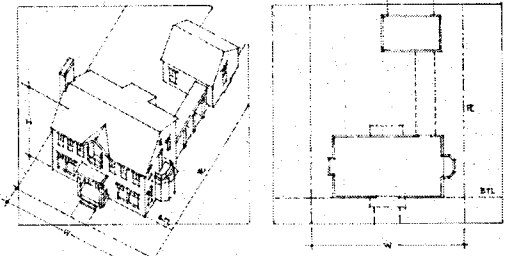
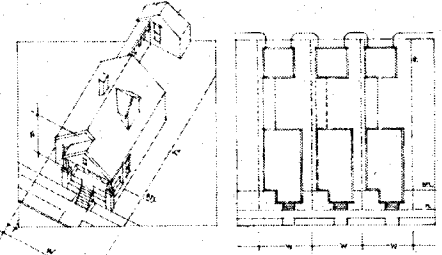
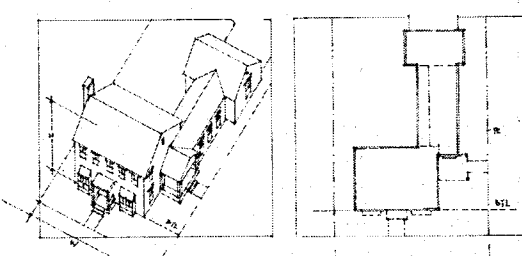
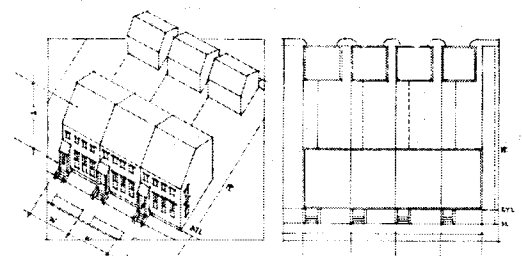
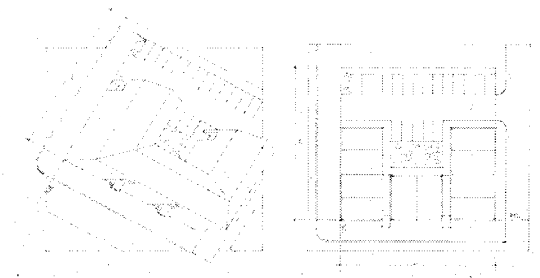
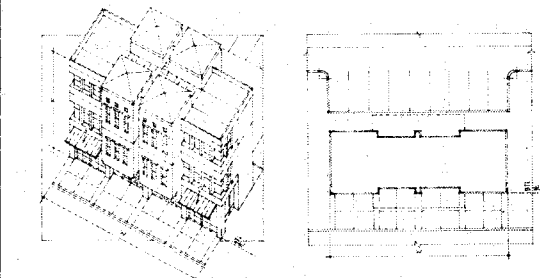
Development Standards												Prototypical Building Types
Types	Lot Widths Minimum (W)	Lot Depth Minimum	Minimum Side Yard/Rear Yard	Rear-loaded Covered Parking ⁽¹⁾	Off Street Parking Spaces Minimum Per Dwelling Unit ⁽¹⁾	Garage Set Back (front-loaded) ⁽²⁾	Maximum Height (H)	Square Foot Minimum-Maximum Per Dwelling Unit	Porch or Stoop / Depth Minimum	Accessory Unit/Max Square Footage	Maximum Lot Coverage	
Estate House	70'-80'	110'	5'	A	2	10'	2 story	3000 - No max	A/6'	A(5)/ 1000'	50%	
Large House	60'-69'	110'	5'	A	2	10'	2 story	2400-3600	A/6'	A(5)/ 800'	60%	
Medium House	50'-59'	100'	5'	R ⁽³⁾	2	n/a	2 story	1600-2600	R/6'	A(5)/ 800'	50%	
Small House	40'-49'	100'	4' ⁽⁶⁾	R	1	n/a	2 story	1400-2200	R/6'	A(5)/ 400'	60%	
Cottage House	25'-39'	90'	4' ⁽⁶⁾	R	1	n/a	2 story	900-1800	R/6'	A(5)/ 400'	70%	
Multi-Unit House ⁽⁷⁾⁽⁸⁾	60'-100'	110'	5'	R	1	10'	2 story	1700 - No max	R/6'	A(5)/ 400'	60%	
Townhome/ Stacked Condo	20'-30'	80'	0'/5'	R	1	n/a	3 story	1000 - No Max	R/0'	A(5)/ 400'	70%	

TABLE B – TOD BUILDING TYPE MATRIX

"End Cap" Apartment (9) (11)	120'	150'	10'	R	1	n/a	2 story	750 - No Max	A	N	80%	
Live-Work/ Urban Loft (12)	25'	100'	5' (13)	R	1	n/a	4 story (6)	750 - No Max	A	N	100%	

A - Allowed

N - Not Allowed

R - Required

Gateway Planning Group

Explanatory Regulations:

- (1) An enclosed garage or a carport shall be constructed of the same material as the main residential structure. Rear-loaded garages may be attached at side property line.
- (2) Garage setback shall be measured from the face of the main structure closest to the garage. Carports shall not be allowed for front-loaded parking.
- (3) "Pull-through" garages shall be allowed if the front façade of the garage is set back behind the rear façade of the house. Covered breezeways connecting the garage and the house shall be allowed.
- (5) The accessory unit shall have cooking facilities and a bathroom; but shall not require a separate water meter.
- (6) Buildings may be sited at side property line so long as buildings on adjacent lots are not within 8'.
- (7) 2 to 6 units shall be allowed.
- (8) The design of the building shall make the multi-unit structure appear as a large single-family house.
- (9) Maximum 24 units shall be allowed per building.
- (10) Courtyard(s) shall face street and provide at least 100 square feet of space per unit.
- (11) Address of building shall face the street at the end of the block so that the building acts as a block "cap."
- (12) Residential Uses shall be allowed on ground floor of building on a commercial streets with a specific use permit and if the ground floor is constructed to meet requirements of the Americans with Disabilities Act and applicable commercial building code and fire code standards; or if the residential use does not front the main address of the building and a separate entrance from the commercial use is provided externally or into a common public hallway. All Live-work units require a separate entrance for the non-residential use.
Buildings 40 units or greater per acre housing shall utilize structured parking within the area bounded by Alsbury, Hulén and the Railroad ROW.
- (13) No side yard required for urban buildings within the area bounded by Alsbury, Hulén and the Railroad ROW.

SECTION 3 CUMULATIVE CLAUSE

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

SECTION 4 SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

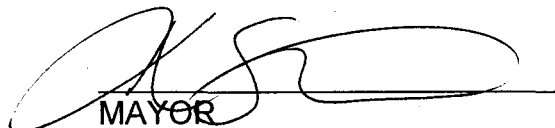
SECTION 5 PENALTY CLAUSE

Any person, firm, association of persons, company, corporation, or their agents, servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in V.T.C.A. Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

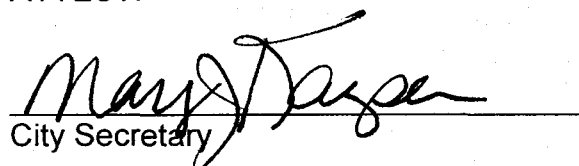
SECTION 6 EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this the 23rd day of March 2006


MAYOR

ATTEST:


City Secretary

First Reading: 3/9/06

Exhibit A Zoning Map

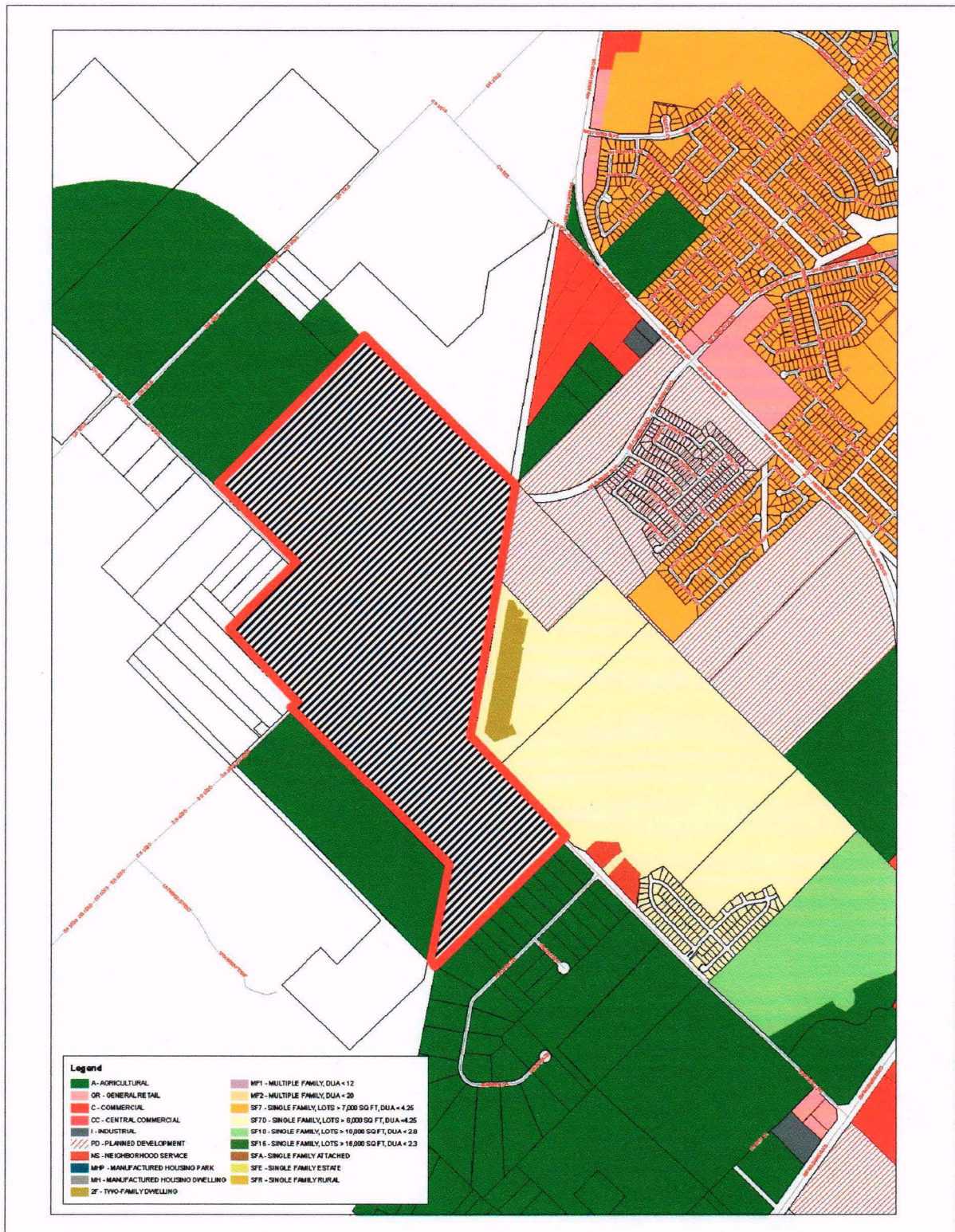


Exhibit B Metes and Bounds Description

Being approximately 373 acres of land out of the H.G. Catlett Survey, Abstract 177; the H.G. Catlett Survey, Abstract 180; the H.G. Catlett Survey, Abstract 186; and the S.M. Blair Survey, Abstract 65, and being more particularly described as follows:

BEGINNING at the east corner of Tract 12C, HG Catlett Survey, Abstract 180, said point being in the south right-of-way line of County Road 920 (Shaffstall Road);

THENCE North 45 degrees West 1,700 feet along the south right-of-way line of County Road 920 (Shaffstall Road) to a point in the east right-of-way line of the BNSF railroad;

THENCE North 9 degrees East, following the east right-of-way line of the BNSF railroad, a distance of 3,390 feet to a point in the west line of Tract 2, SM Blair Survey, Abstract 65;

THENCE North 45 degrees West, leaving the east right-of-way line of the BNSF railroad and following the common extra-territorial jurisdiction line with the City of Fort Worth, as shown on the Official City Map dated February 13, 2003, a distance of 2,720 feet to a point, said point being on a line North 43 degrees East 370 feet from the east corner of Tract 9, HG Catlett Survey, Abstract 177;

THENCE, South 43 degrees West, leaving said point a distance of 2,670, following the south line of said Tract 9, to a point in the south right-of-way line of County Road 920 (Shaffstall Road), said point being in the north line of Tract 27A, HG Catlett Survey, Abstract 186;

THENCE South 45 degrees East 1,340 feet, following the south right-of-way line of County Road 920 (Shaffstall Road) to the northwest corner of Tract 33D, HG Catlett Survey, Abstract 186;

THENCE South 43 degrees West, leaving the south right-of-way line of County Road 920 (Shaffstall Road), a distance of 1,200 feet, following the northwest line of said Tract 33D, and passing the southwest line of said Tract 33D to a point in the southwest line of Tract 36, HG Catlett Survey, Abstract 186;

THENCE South 45 degrees East, following the southwest line of said Tract 36, a distance of 1,215 feet to a point in the northwest right-of-way line of County Road 1020;

THENCE South 45 degrees West, following the northwest right-of-way line of County Road 1020, a distance of 120 feet to a point in the southeast line of Tract 37B, HG Catlett Survey, Abstract 186;

THENCE South 45 degrees East, leaving the northwest right-of-way line of County Road 1020, and following the southwest line of Tracts 11A and 11, HG Catlett Survey, Abstract 180, a distance of 2,900 feet to the northwest right-of-way line of the BNSF railroad;

THENCE South 9 degrees West, following the northwest right-of-way of the BNSF railroad, a distance of 1,200 feet to a point, said point also being the most southerly east corner of Tract 10, HG Catlett Survey, Abstract 180;

THENCE South 68 degrees East, a distance of 100 feet to a point in the southeast right-of-way line of the BNSF railroad, said point also being the most westerly corner of Lot 11, Block 1, Tantarra Estates Addition, an addition to Johnson County, Texas, as shown on the plat recorded in Volume 8, Page 368, Plat Records, Johnson County, Texas;

THENCE North 45 degrees East, following the northwest line of said Block 1, Tantarra Estates Addition, a distance of 2,270 feet to the POINT OF BEGINNING, and containing 373 acres of land, more or less.

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS
COUNTY OF JOHNSON
CITY OF BURLESON

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of the *Burleson Star*, which is a newspaper of general circulation in the above named County, devoting not less than 25% of its total column lineage to the carrying of items of general interest, published not less frequently than once each week, entered as periodical permit postal matter in the county where published, and having been published regularly and continuously for not less than 12 months prior to the making of any publication. The clipping attached to this Affidavit was published in said newspaper on the following date(s):

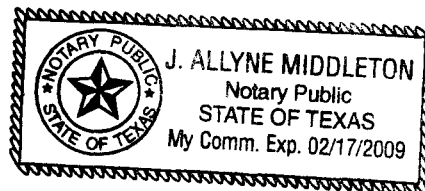
March 29 & April 2, 2006

The Mayor

Authorized Officer or Employee

SUBSCRIBED AND SWORN TO BEFORE ME on this 30 day of March, 2006

J. Allyn Middleton
J. Allyn Middleton
Notary Public



ORDINANCE

D-065-06

An ordinance amending Ordinance B-582, the Zoning Ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning of approximately 373 acres out of the H.G. Catlett Survey, Abstracts No. 180, 186 and 177, and the S.M. Blair Survey, Abstract 65, City of Burleson, Johnson County, Texas, from the A Agricultural District to the PD Planned Development District; making this ordinance cumulative of prior ordinances; providing for the violation of this ordinance; providing a savings clause; authorizing publication; and providing for an effective date.

Be it ordained by the City Council of the City of Burleson, Texas:

SECTION 5

PENALTY CLAUSE

Any person, firm, association of persons, company, corporation or their agents, servants or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of non compliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in V.T.C.A. Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Passes and Approved on this 23rd day of March, 2006.

/s/Mayor, Ken Shetter
Attest: City Secretary,
Mary Kayser

B - 3/29, 4/02 - ord D-065-06

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director Development Services

MEETING: January 23, 2023

SUBJECT:

Razoo's at 135 W Ellison St. (Case 22-156): Consider approval of a resolution for a sign variance to allow for a roof sign and two projection signs; Chapter 63, Sign Regulations. *(Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)*

SUMMARY:

On November 28, 2022, an application was submitted by Tommy Tanner with Mello Signs, on behalf of the owner Justin Bond for two sign variances allowing for a roof sign and two projection signs on the same elevation. Per the sign code, roof signs are prohibited. Roof signs are defined as a "wall sign erected in whole or in part on a roof, or against, or directly above the highest point of the roofline, parapet, fascia of the building or above the surface of an awning or canopy". The applicant is requesting a waiver to allow for a roof sign to be located above the surface of the canopy on the front (north) elevation. The sign code also limits projection signs to one per elevation. The applicant is requesting permission to place two projections signs on the east elevation. The applicant's justification for approval in granting the variances has been attached as Exhibit 4.

Planning Analysis

Section 63-11 (Prohibited signs) of the Sign Ordinance prohibits the following sign type:

19. Roof signs as defined in section 63-20 of this chapter.

Section 63-20 (Definition of sign types) of the Sign Ordinance describes roof signs as:

- *Roof sign means a wall sign erected in whole or in part on a roof, or against, or directly above the highest point of the roofline, parapet, fascia of the building or above the surface of an awning or canopy.*

Section 63-37 (Projection sign) of the Sign Ordinance contains the following requirement:

- C. *Number of signs.* One per building elevation.

Approval Standards in Granting a Variance.

(Chapter 63-Sign Regulations, Section 63-12(b) - Variances):

Considerations
Special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.
The strict interpretation of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this chapter.
Special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and
Granting the variance will be in harmony with the spirit and purpose of this chapter.

The applicant has provided justification statements for the variance requests in Exhibit 4 of the packet.

OPTIONS:

- 1) Approve the sign variance with or without conditions;

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- 2) Deny the sign variance.

RECOMMENDATION:

Staff recommends approval of the sign variances for a roof sign and two projection signs.

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
Director of Development Services
tmcilwain@burlesontx.com
817-426-9684

Razoo's Sign Variance

Location:

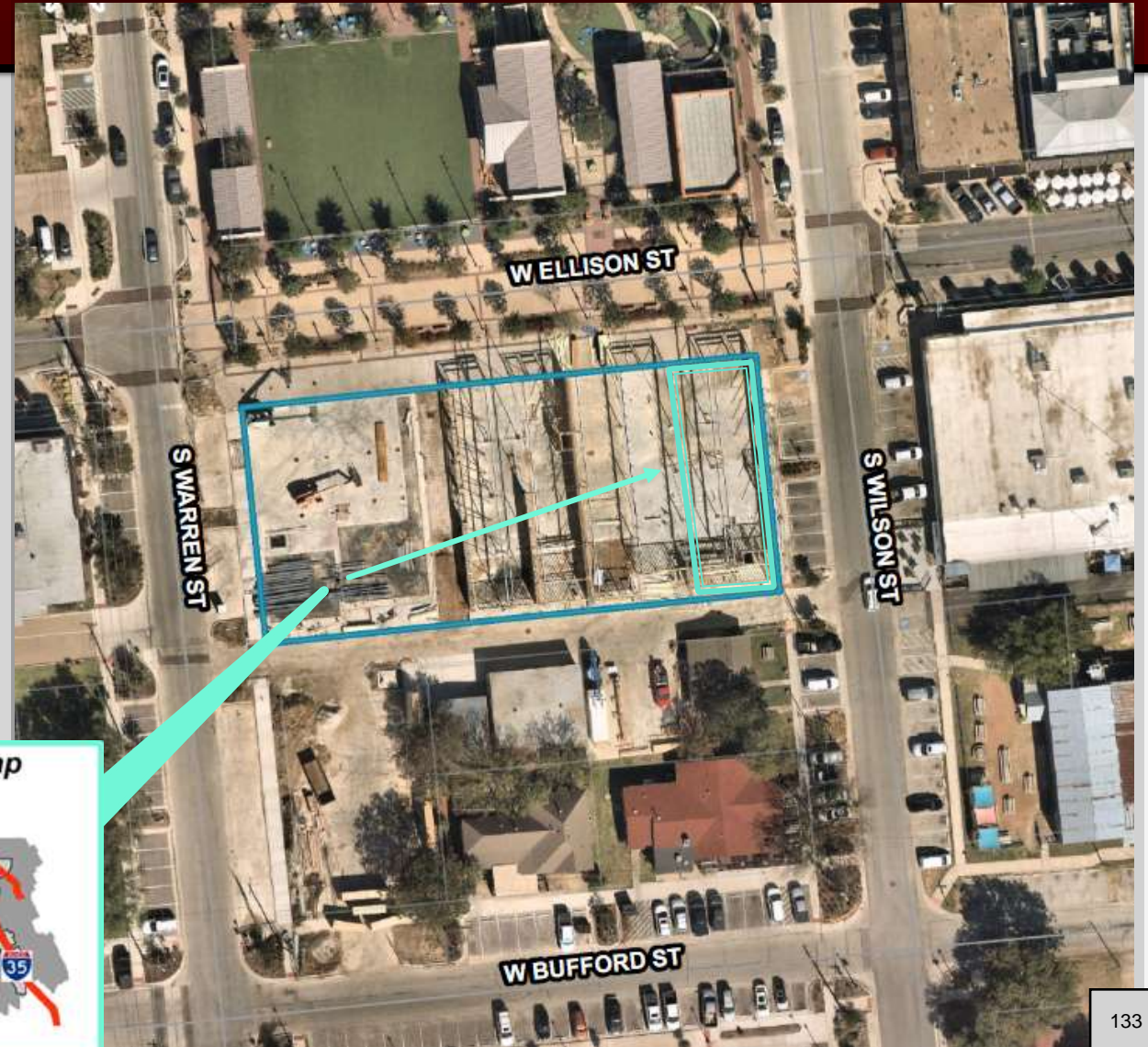
- 135 Ellison St.
- suite: 101

Applicant:

Tommy Tanner
Mello Signs

Item for approval:

Sign Variance (Case 22-156)



Razoo's Sign Variance

Sign Variance Summary:

Section 63-11 (Roof signs) of the Sign Ordinance prohibits the following sign type:

- Roof signs as defined in section 63-20 of this chapter.

Section 63-20 (Definition of sign types) of the Sign Ordinance describes roof signs as:

- “Wall sign erected in whole or in part on a roof, or against, or directly above the highest point of the roofline, parapet, fascia of the building or above the surface of an awning or canopy.”

Sections 63-37 (Projection sign) of the Sign Ordinance contains the following requirement:

- *Number of signs* = One per building elevation.



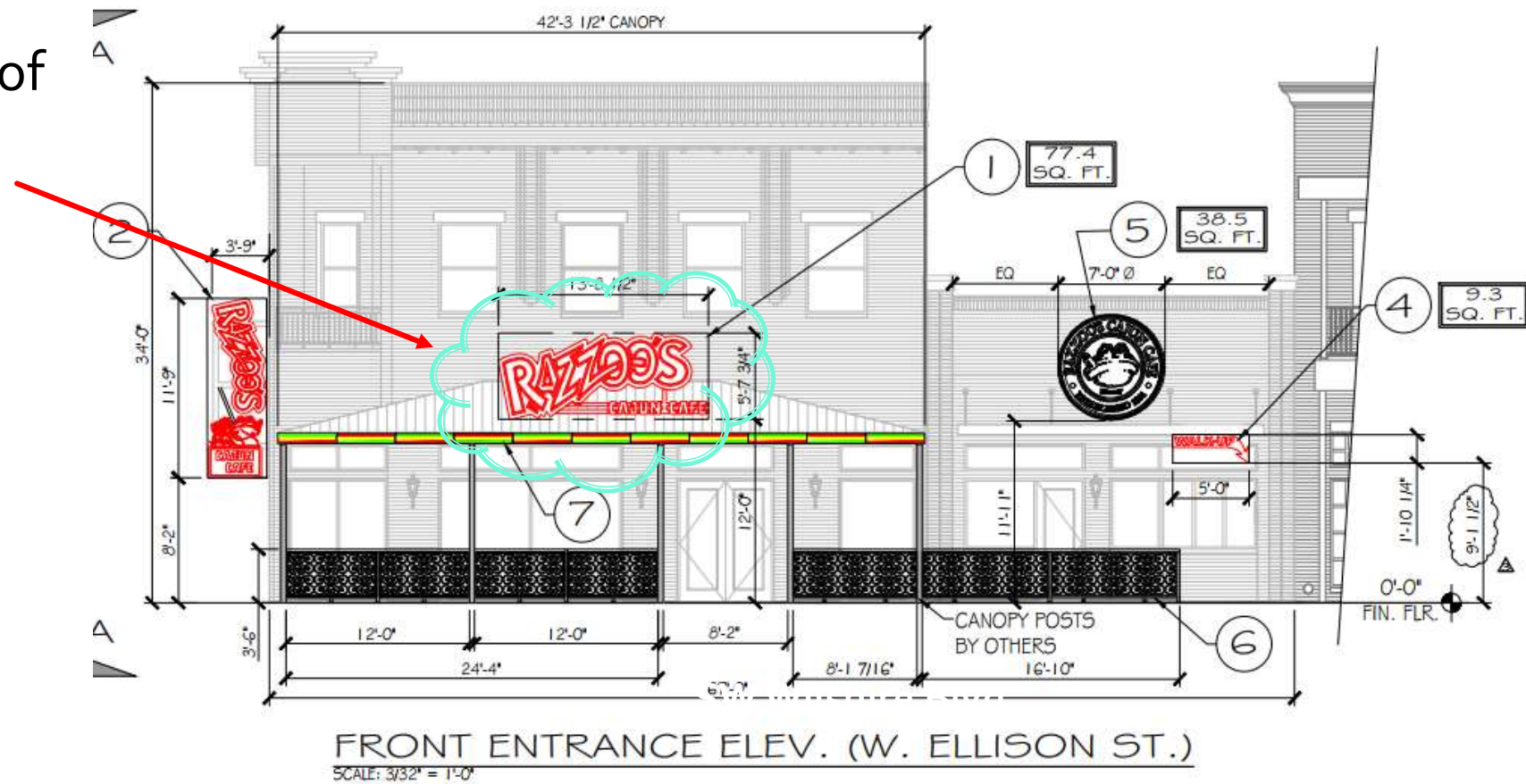
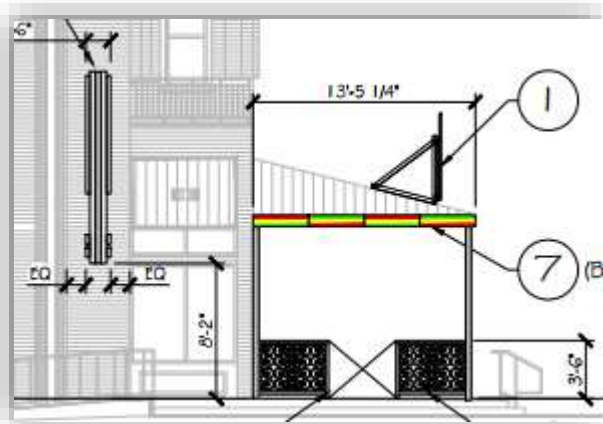
Razoo's Sign Variance

Request #1:

- A variance to allow for a roof sign on the primary (north) elevation.

Applicant's Justification:

- Maintain national brand consistency.



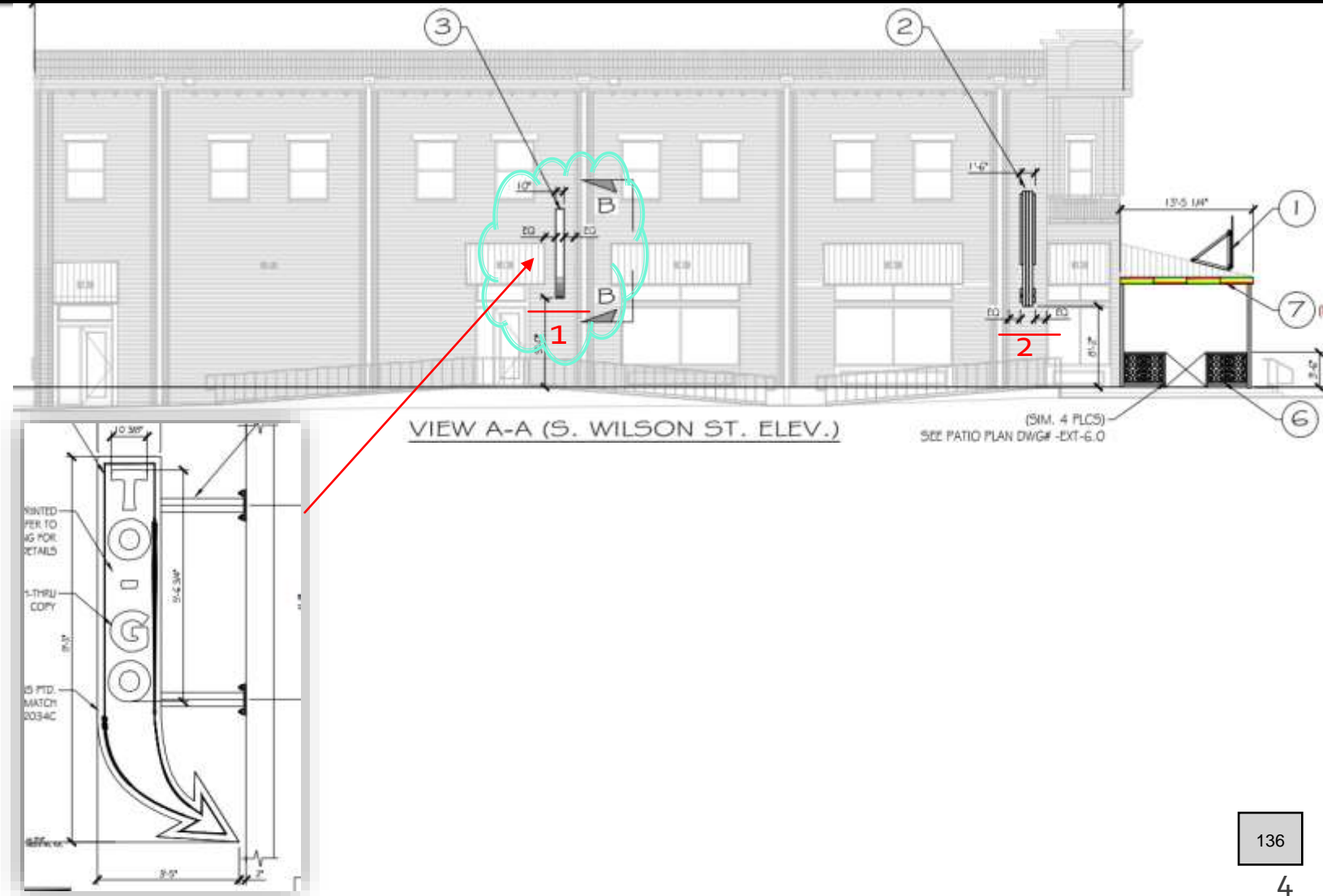
Razoo's Sign Variance

Request #2:

- A variance to allow two projection signs on the side (east) elevation

Applicant's Justification:

- The purpose of the second sign is to be directional - eliminate confusion regarding the entrance to the second floor.



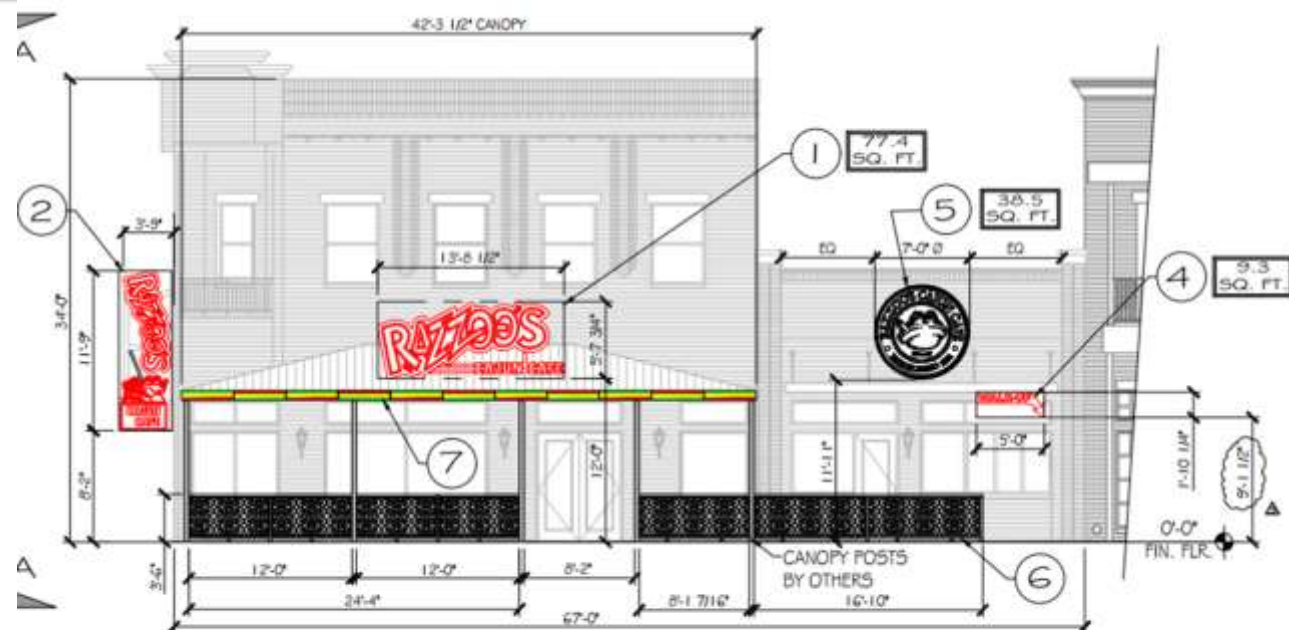
Razoo's Sign Variance

Consideration
<i>Special conditions</i> exist that are <i>peculiar to the land, structure or building</i> involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.
The <i>strict interpretation</i> of the chapter would <i>deprive the applicant of rights commonly enjoyed by other properties</i> in the vicinity under the terms of this chapter.
Special conditions and circumstances do not <i>result from the actions of the applicant(s)</i> and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare
The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and
Granting the variance will be in harmony with the <i>spirit and purpose</i> of this chapter.

Razoo's Sign Variance

Staff recommends approval

Staff recommends approval of the sign variance for a roof sign and two projection signs.



FRONT ENTRANCE ELEV. (W. ELLISON ST.)

SCALE 3/32" = 1' 0"



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR A VARIANCE OF CHAPTER 63, SIGN REGULATIONS, TO ALLOW A ROOF SIGN AND TWO PROJECTION SIGNS AT 135 W ELLISON ST.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) regulates the location, size, construction, erection, duration, use, and maintenance of signs within the jurisdiction of the City; and

WHEREAS, on November 28, 2022, an application was submitted by Tommy Tanner with Mello Signs, on behalf of the owner Justin Bond for a sign variance to allow for a roof sign on the north elevation and two projection signs on the east elevation at 135 W Ellison St, under case number 22-156; and

WHEREAS, on January 23, 2023, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

WHEREAS, the City Council finds and determines that special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity; and

WHEREAS, City Council finds and determines that the strict interpretation of Chapter 63 would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of Chapter 63; and

WHEREAS, City Council finds and determines that the special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and

WHEREAS, City Council finds and determines that granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and

WHEREAS, City Council finds and determines that the request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of Chapter 63; and

WHEREAS, City Council has determined that granting the variance will be in harmony with the spirit and purpose of Chapter 63; and

WHEREAS, the City Council finds and determines the conditions attached to the variance, if any, are necessary to achieve the purpose of Chapter 63.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

City Council hereby grants a variance to Section 63-11(19) and Section 63-37(C) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) prohibiting roof signs and limiting projections signs to one per elevation, to allow a roof sign and two projection signs at 135 W Ellison with the following conditions:

Sign Area: Roof sign shall not exceed 78 square feet in sign area; and

Number of signs: Projection signs shall be limited to two on the east elevation

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the roof and projection signs at 135 W Ellison.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



12/15/2022

Hello City of Burleson,

We'd like to thank you for taking the time and consideration to review our variance application(s). We are applying for a variance on 2 different signs. We will layout our variance request and the ordinance to which it is applied to below.

Variance #1 is for Sign 1 is in opposition to ordinance that states, "(19)Roof signs as defined in section 63-20 of this chapter. Roof sign means a wall sign erected in whole or in part on a roof, or against, or directly above the highest point of the roofline, parapet, fascia of the building or above the surface of an awning or canopy."

This is a staple in the Razzoos franchise that we would like the city to consider allowing this to keep the look of the restaurant in line with the national brand.

Variance #2 is for Sign 3 is in opposition to the ordinance 63-37. (c) that states, " Number of Signs. One per building elevation."

We are wanting the city to consider allowing this to to ensure there is no confusion as to the purpose of the entrance given its proximity to the entrance to be used by the tenants of the second floor.

We've also attached a clearer version of the sign plans for your review.

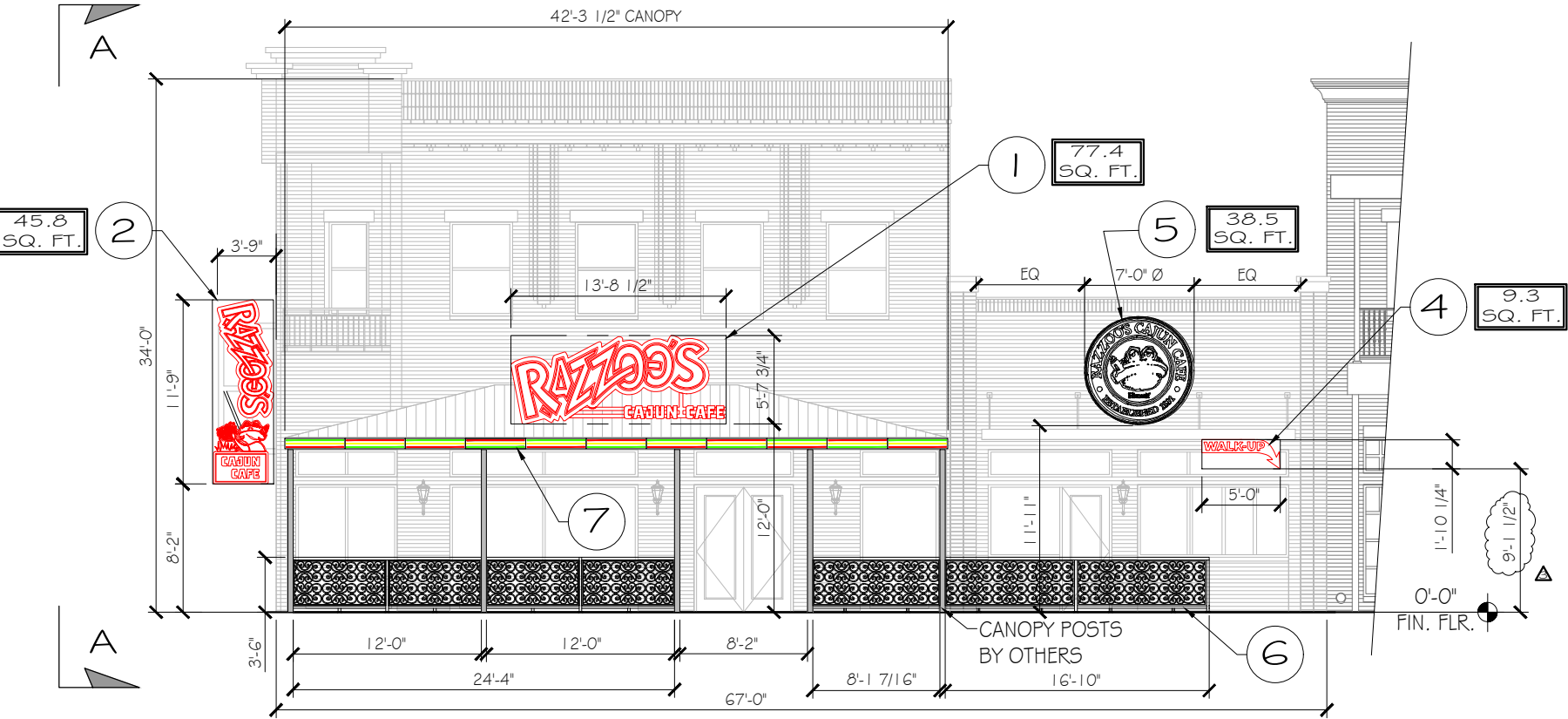
We look forward to discussing these sign variances with the city soon. Again, we appreciate the city's time and consideration in our sign variance applications.

Thank you,

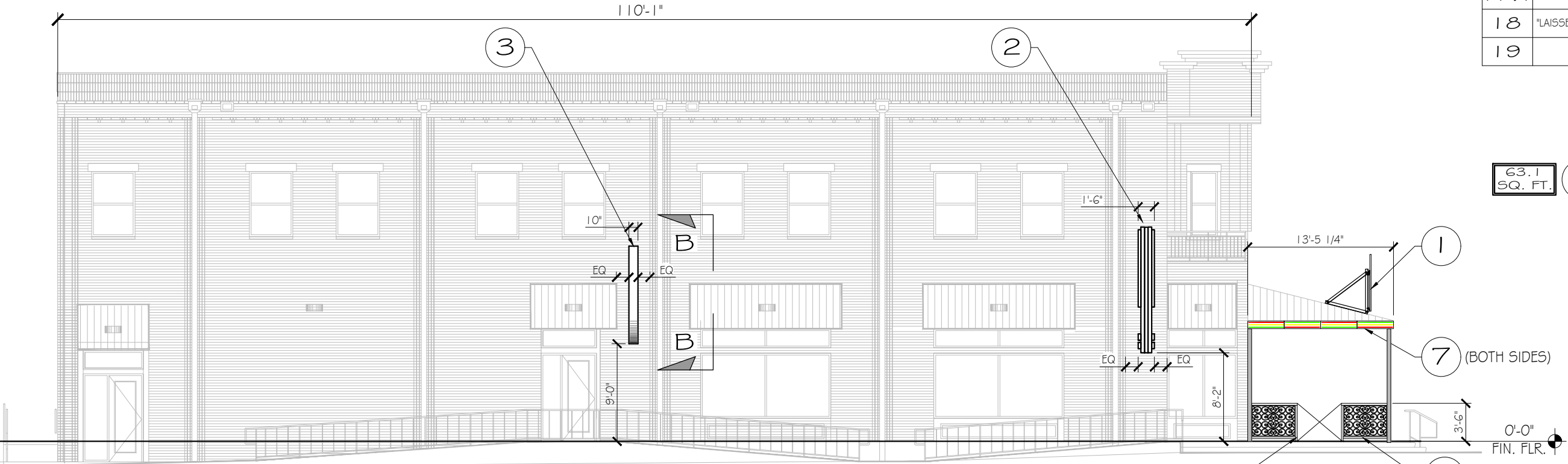
Tommy Tanner
Mello Signs
Permit Manager

A handwritten signature in black ink that reads 'Tommy Tanner' in a cursive script.

EXTERIOR SIGNAGE			
ITEM#	DESC.	APPROX. SQ. FOOTAGE	DWG#
1	MAIN ENTRY SIGNAGE	77.4 - SQ. FT.	-EXT-1.0
2	D/F BLADE SIGN	57.9 - SQ. FT.	-EXT-2.0
3	DF BLADE SIGN "TO-GO"	63.1 - SQ. FT.	-EXT-3.0
4	"WALK UP" SIGNAGE	9.3 - SQ. FT.	-EXT-4.0
5	"HIMSELF" GRAPHIC (VINYL)	38.5 - SQ. FT.	-EXT-5.0
6	PATIO DISTRACTION PANELS	N/A	-EXT-6.0
7	CANOPY NEON PANELS	N/A	-EXT-7.0
8	NOT USED		
9	NOT USED		
INTERIOR SIGNAGE			
ITEM#	DESC.	DWG#	QTY
10	LE BAIN WALL GRAPHIC	-INT-10.0	
11	"RAT TOES" SIGNAGE	-INT-11.0 # -INT-11.1	
12	"FISH" SIGNAGE	-INT-12.0	
13	"LIVE BAIT" SIGNAGE	-INT-13.0	
14	"MINNOWS WORMS" SIGNAGE	-INT-14.0	
15	"SERVICE" SIGNAGE	-INT-15.0	
16	WELCOME/EXIT SIGNAGE	-INT-16.0	
17	LICENSE PLATE GRAPHIC	-INT-17.0	
17.1	BAR LED ROPE NEON	-INT-17.1	
18	"LAISSEZ LES BON TEMPS....." SIGNAGE	-INT-18.0	
19	"HIMSELF" MEDALLION	-INT-19.0	

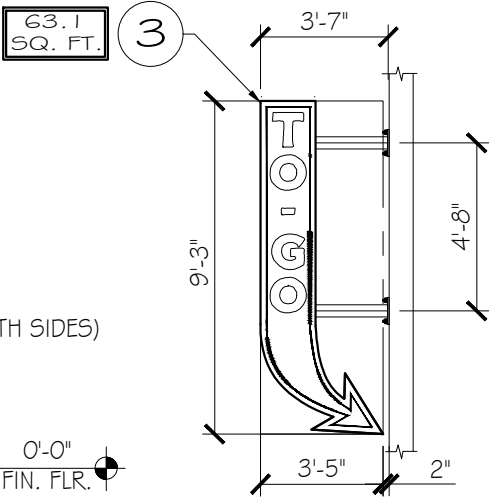


FRONT ENTRANCE ELEV. (W. ELLISON ST.)
SCALE: 3/32" = 1'-0"



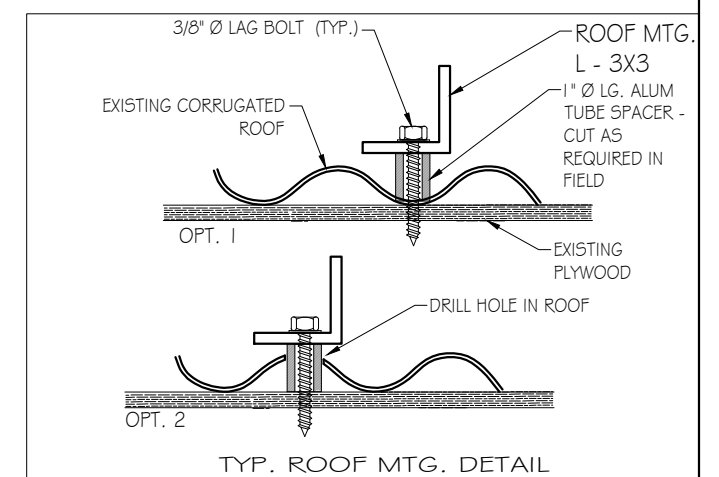
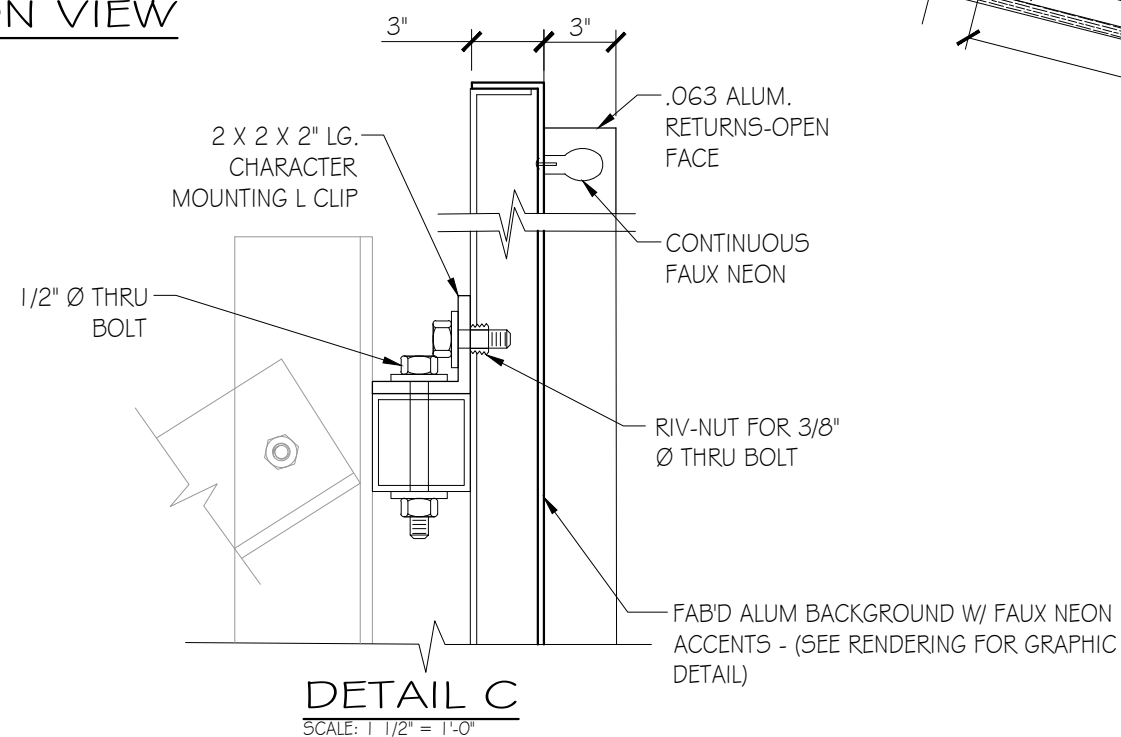
VIEW A-A (S. WILSON ST. ELEV.)
SCALE: 3/32" = 1'-0"

(SIM. 4 PLCS)
SEE PATIO PLAN DWG# -EXT-6.0

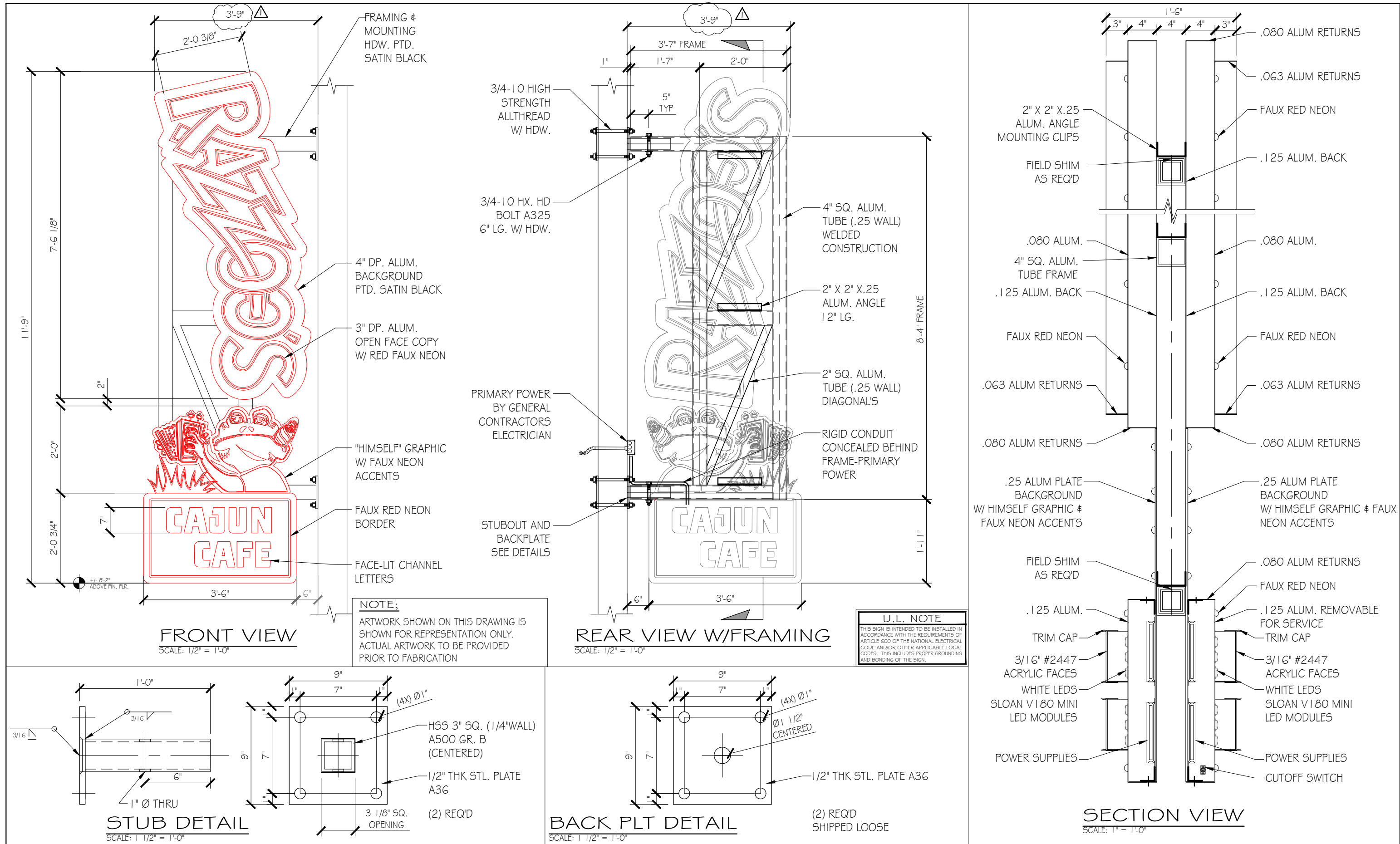


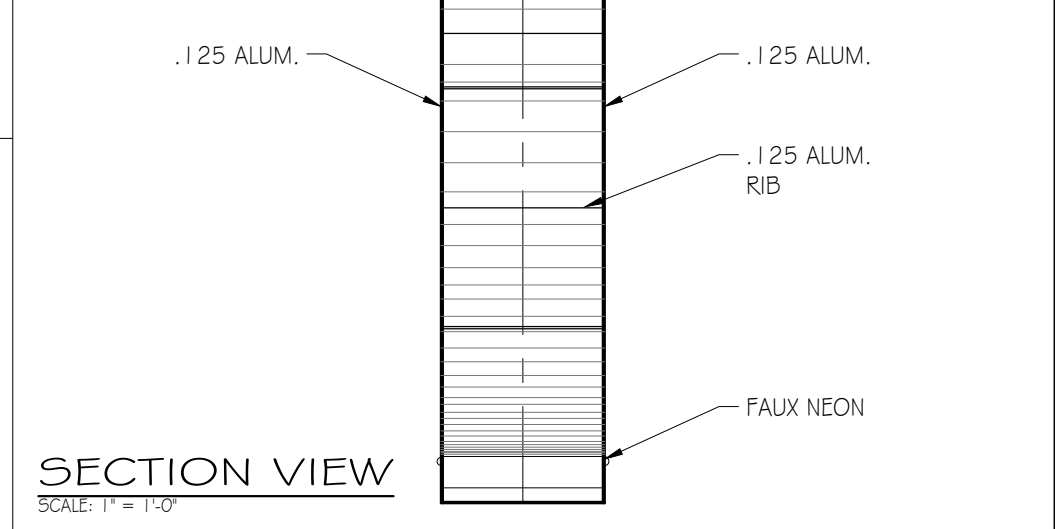
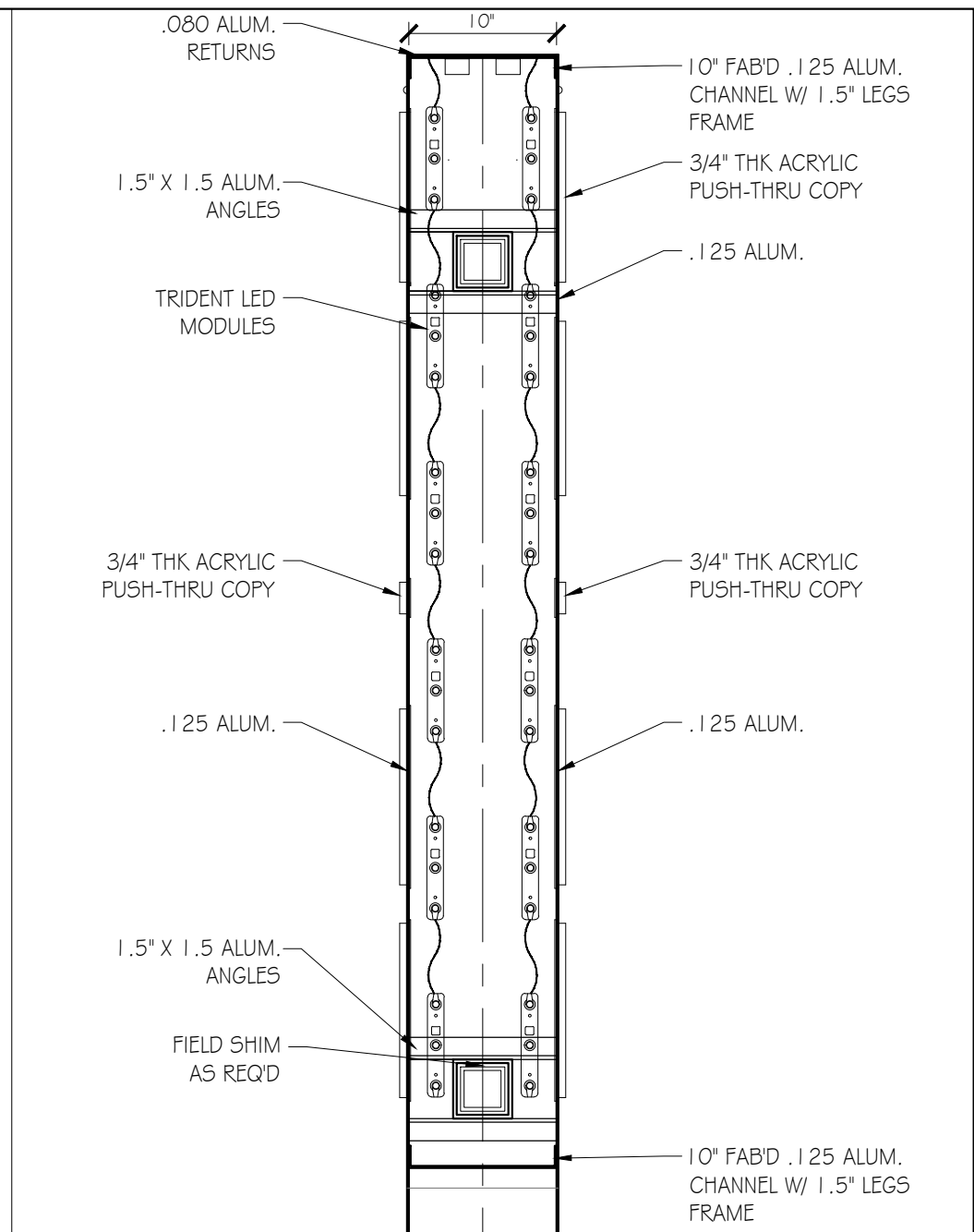
VIEW B-B
SCALE: 3/16" = 1'-0"

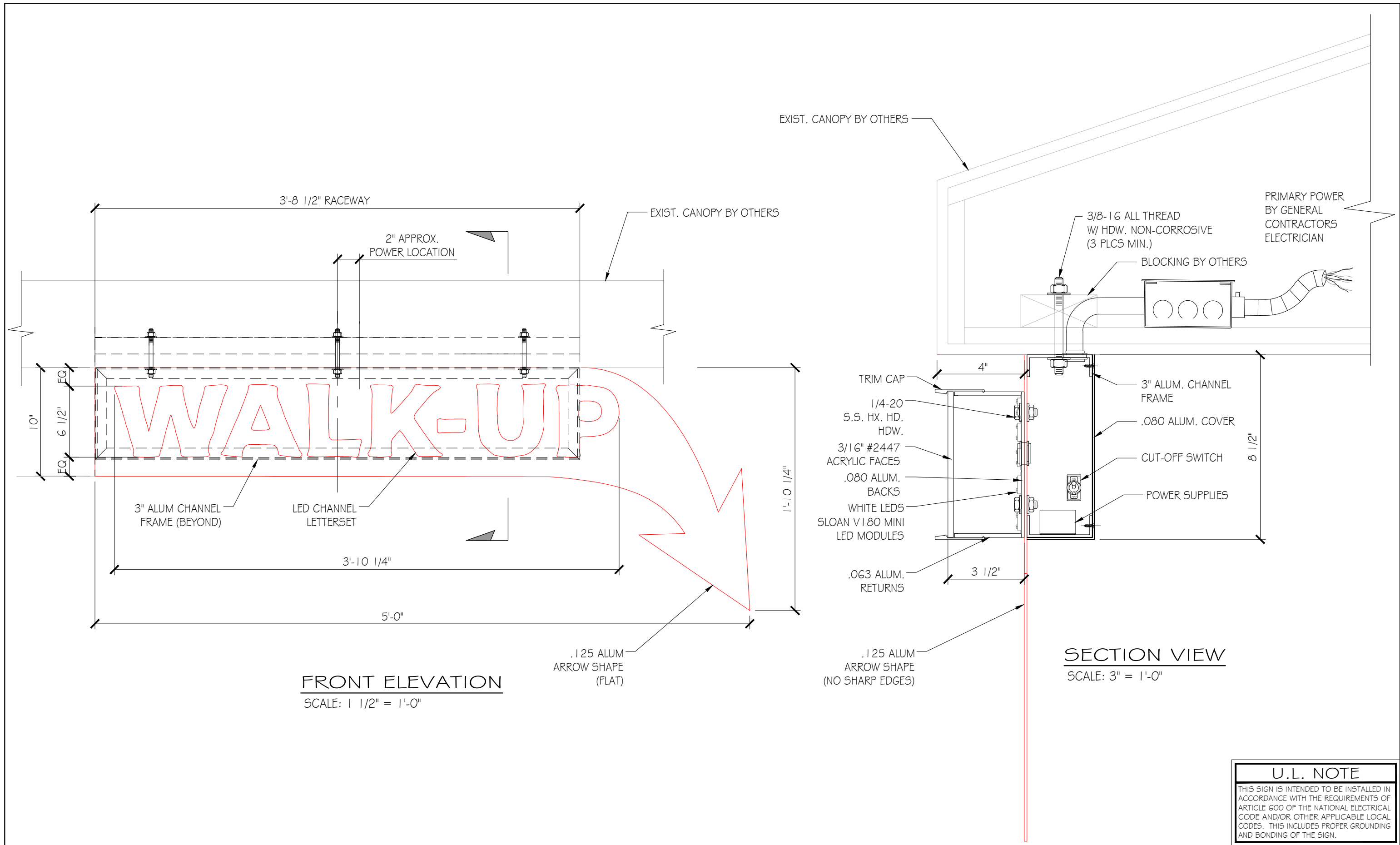
REVISIONS			
REV	DATE	DESCRIPTION	BY
2	11.08.22	ROTATED COPY TO REDUCE PROJECTION	MPG
3	11.09.22	FOR PERMITTING MOVED SIGN# 4 TO UNDER CANOPY	MPG



ANGLES & FRAME
PTD. TO MATCH EXIST. ROOF







FRONT ELEVATION

SCALE: 1 1/2" = 1'-0"

SECTION VIEW

SCALE: 3" = 1'-0"

U.L. NOTE
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

REVISIONS			
REV	DATE	DESCRIPTION	BY
1	11.09.22	MOVED SIGN TO UNDER CANOPY	MPG



NOTE; LOGO SHOWN IS FOR REPRESENTATION ONLY. CUSTOMER TO SUPPLY CAMERA READY ARTWORK PRIOR TO FABRICATION.



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DRAWINGS PREPARED FOR:

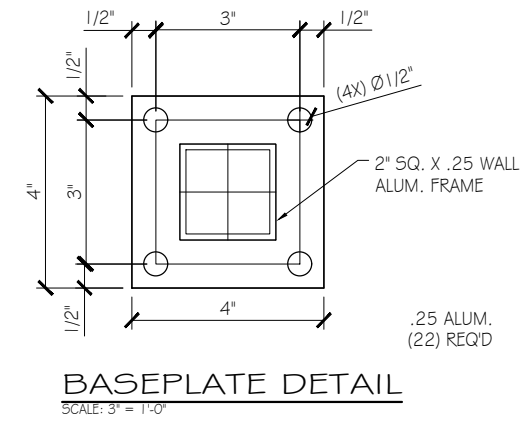
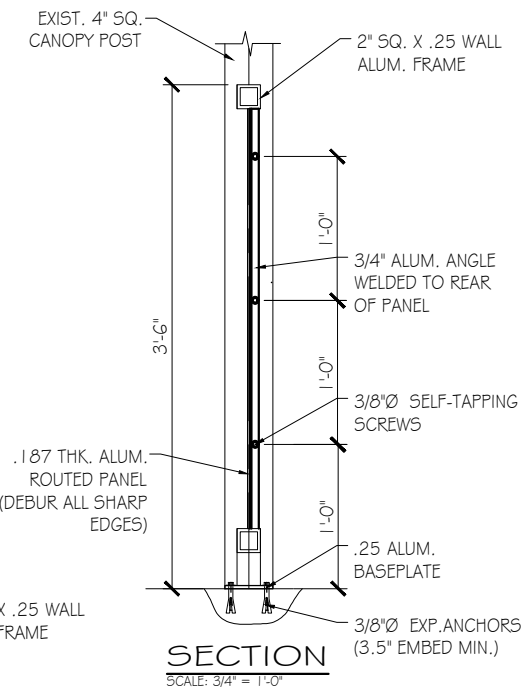
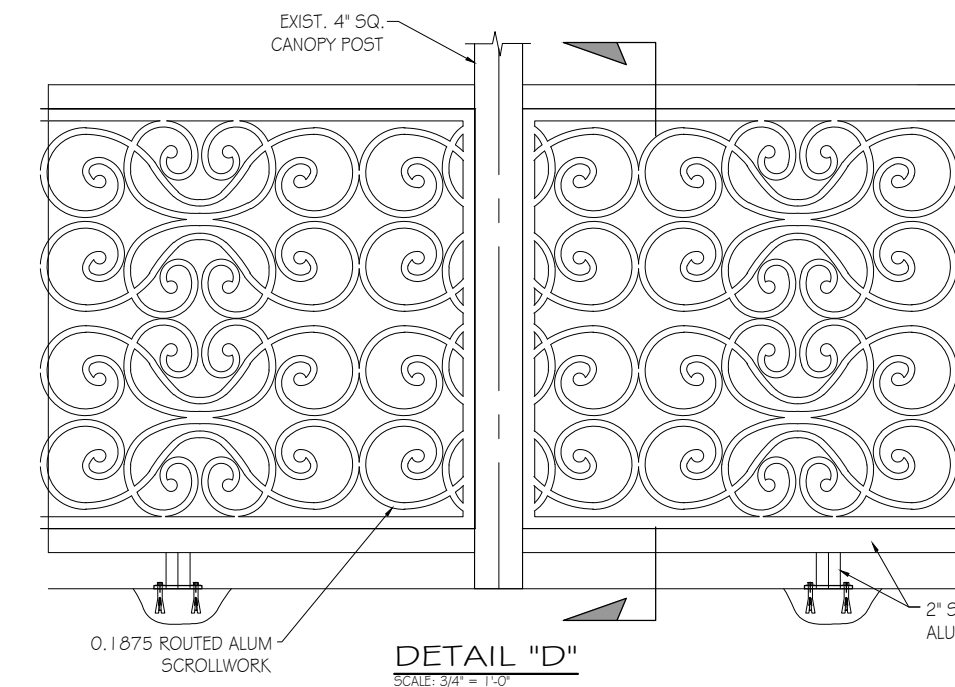
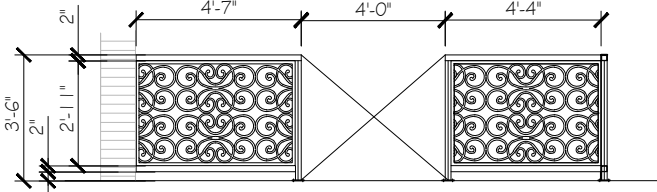
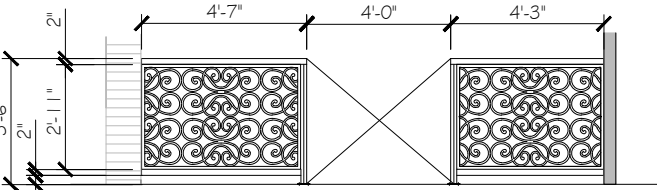
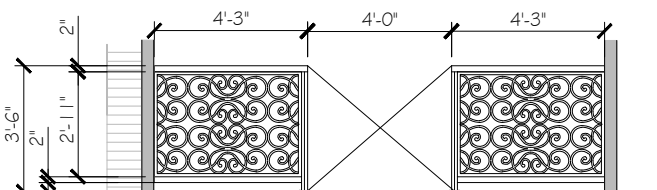
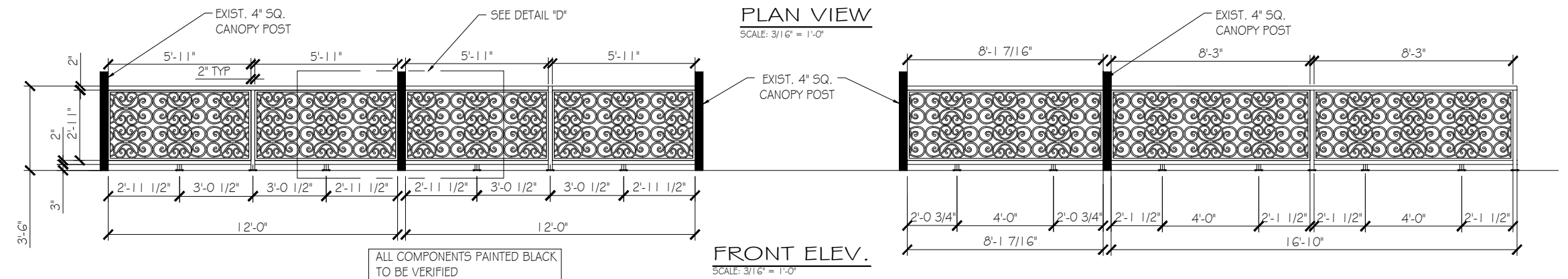
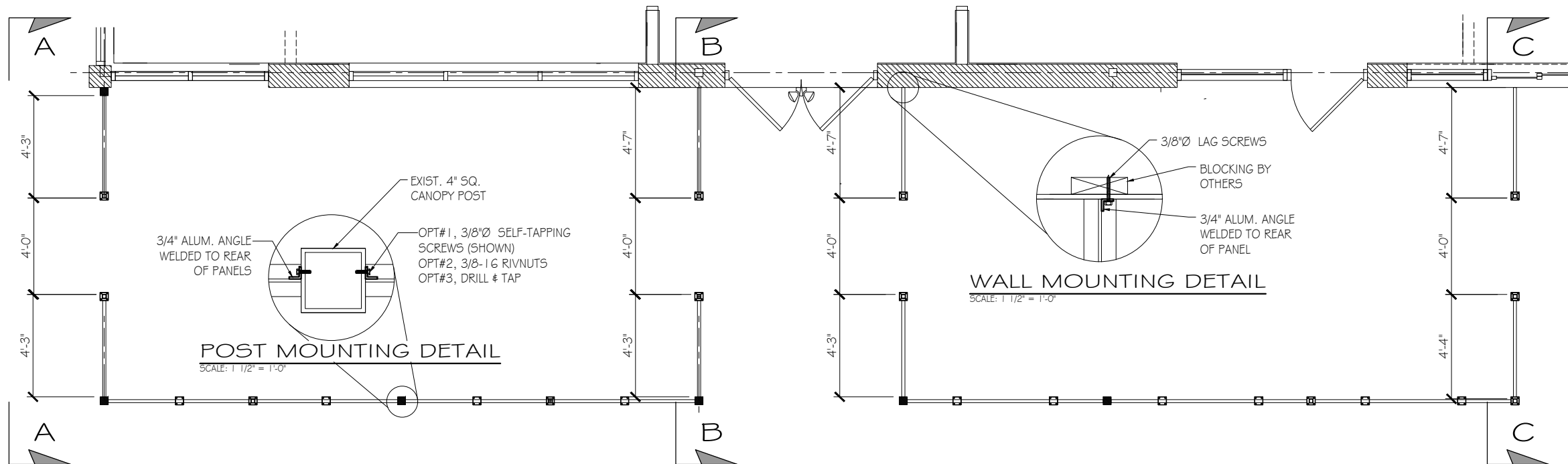
RAZZOO'S
CAJUN CAFE

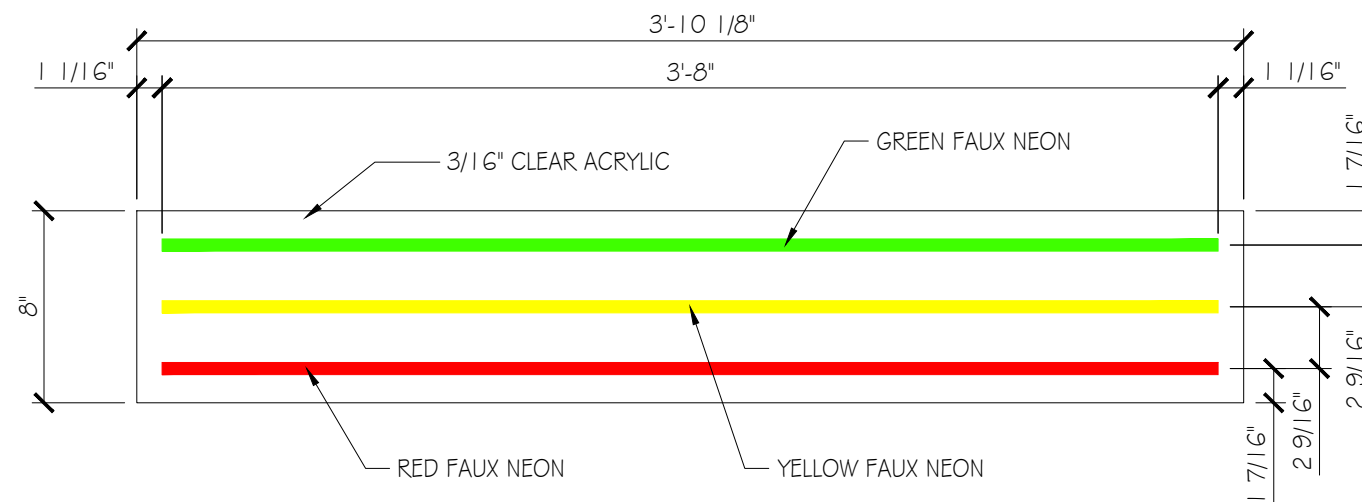
DRAWN BY MPG	DATE 09.16.22
LOCATION 135 W ELLISON ST., BURLESON, TX 76028	

JOB #	SCALE
70-887	AS NOTED
DRAWING TITLE	
"HIMSELF"	
SIGNAGE	
DETAIL	

DRAWING NUMBER

70887-EXT

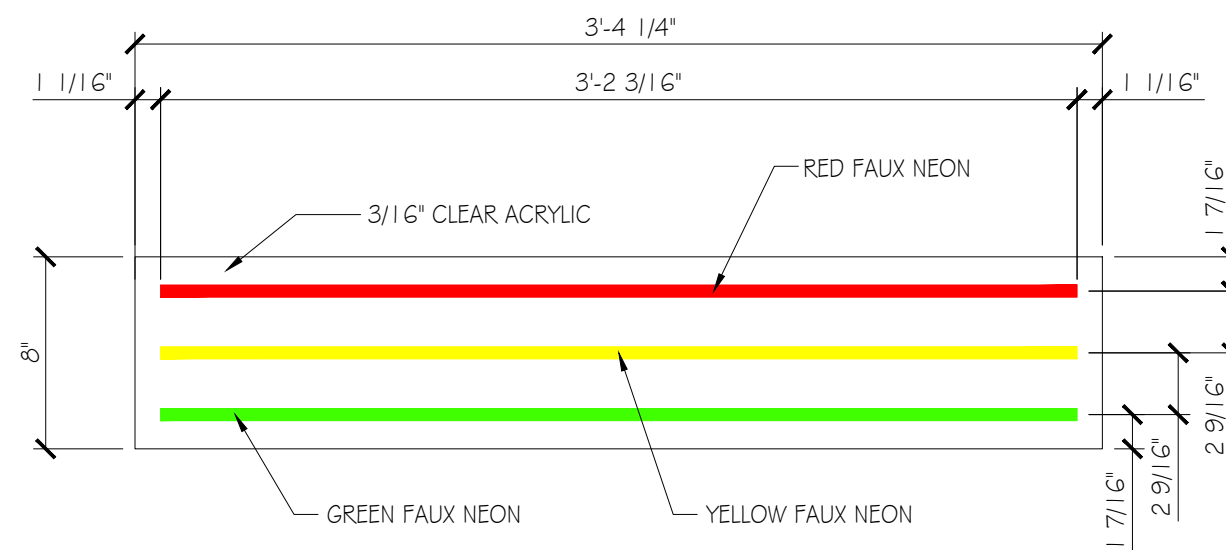




NOTE:
SIGN IS SYMMETRICAL -
SEE ACTUAL COLOR
LAYOUT ON RENDERING

TOTAL ASSY REQ'D
(1 1)

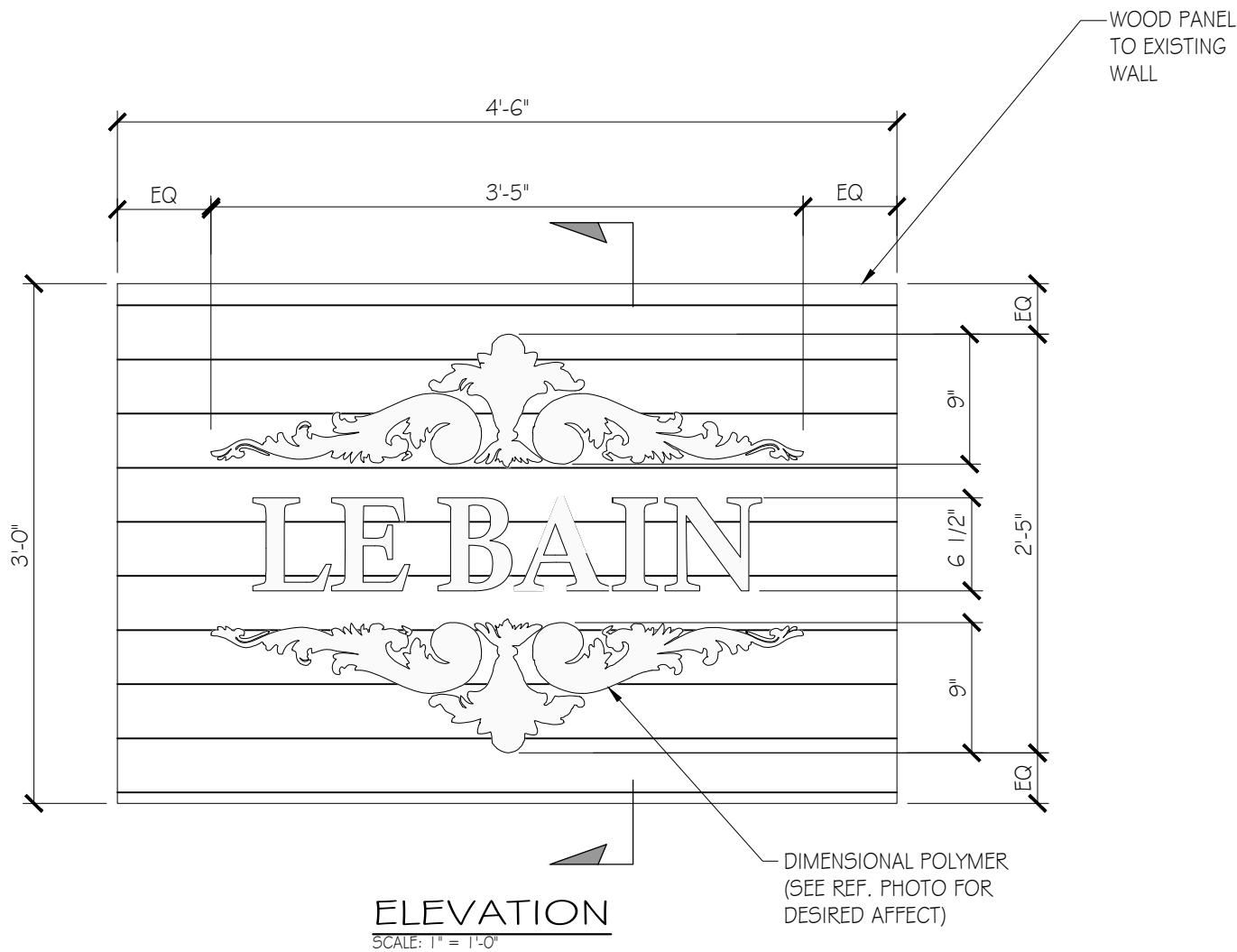
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FRONT ELEVATION - ASSEMBLY
SCALE: 1 1/2" = 1'-0"



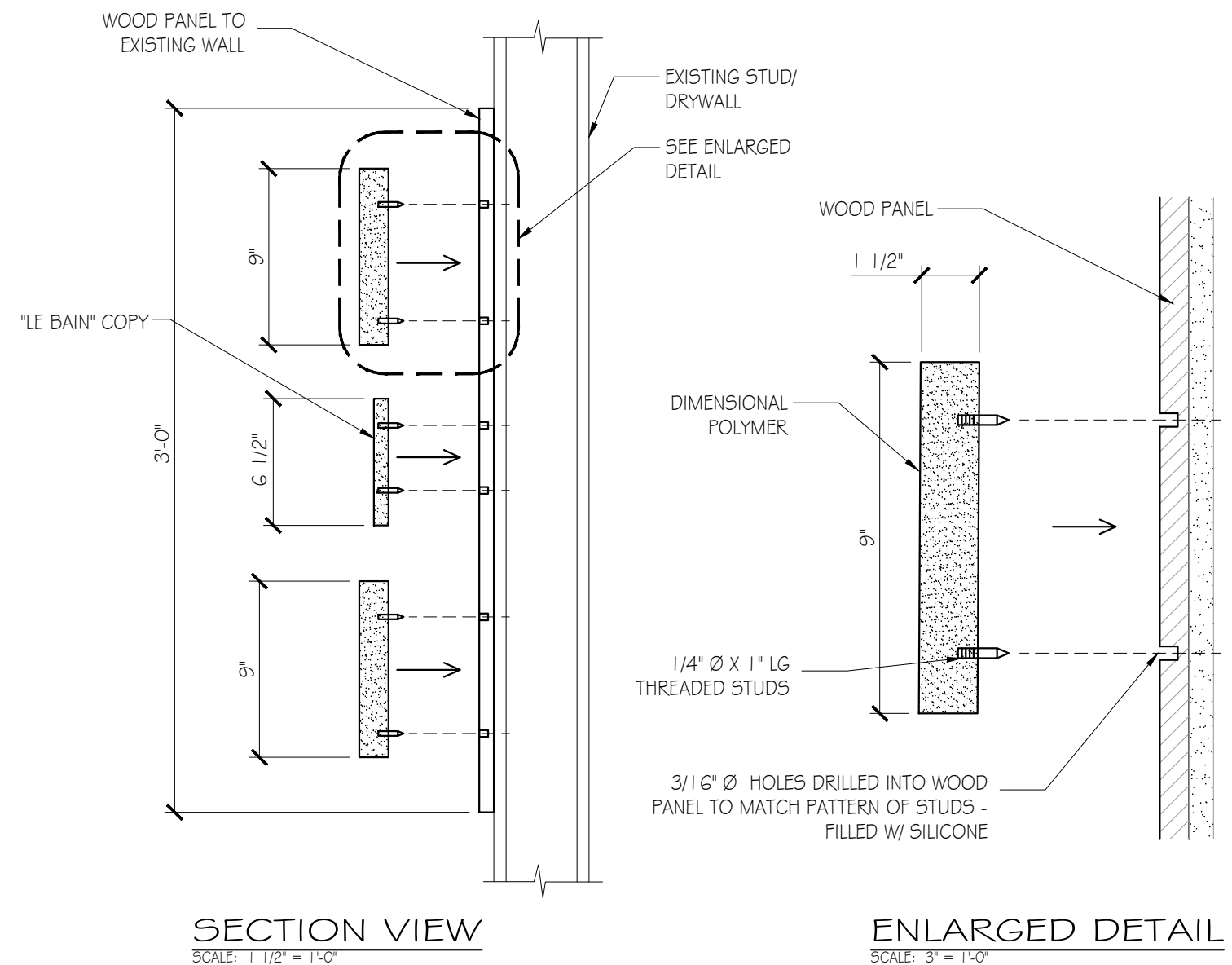
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(8)

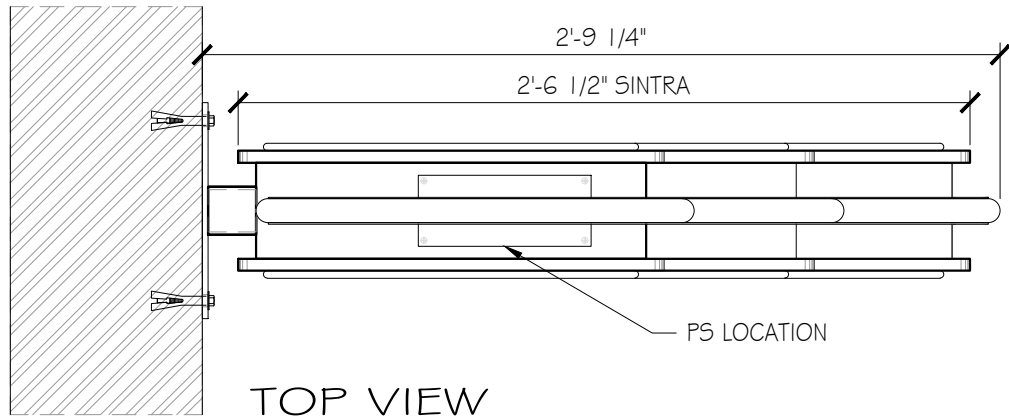
TYPE "2" (CANOPY SIDES)
FRONT ELEVATION - ASSEMBLY
SCALE: 1 1/2" = 1'-0"

REVISIONS			
REV	DATE	DESCRIPTION	BY
-	-	-	-



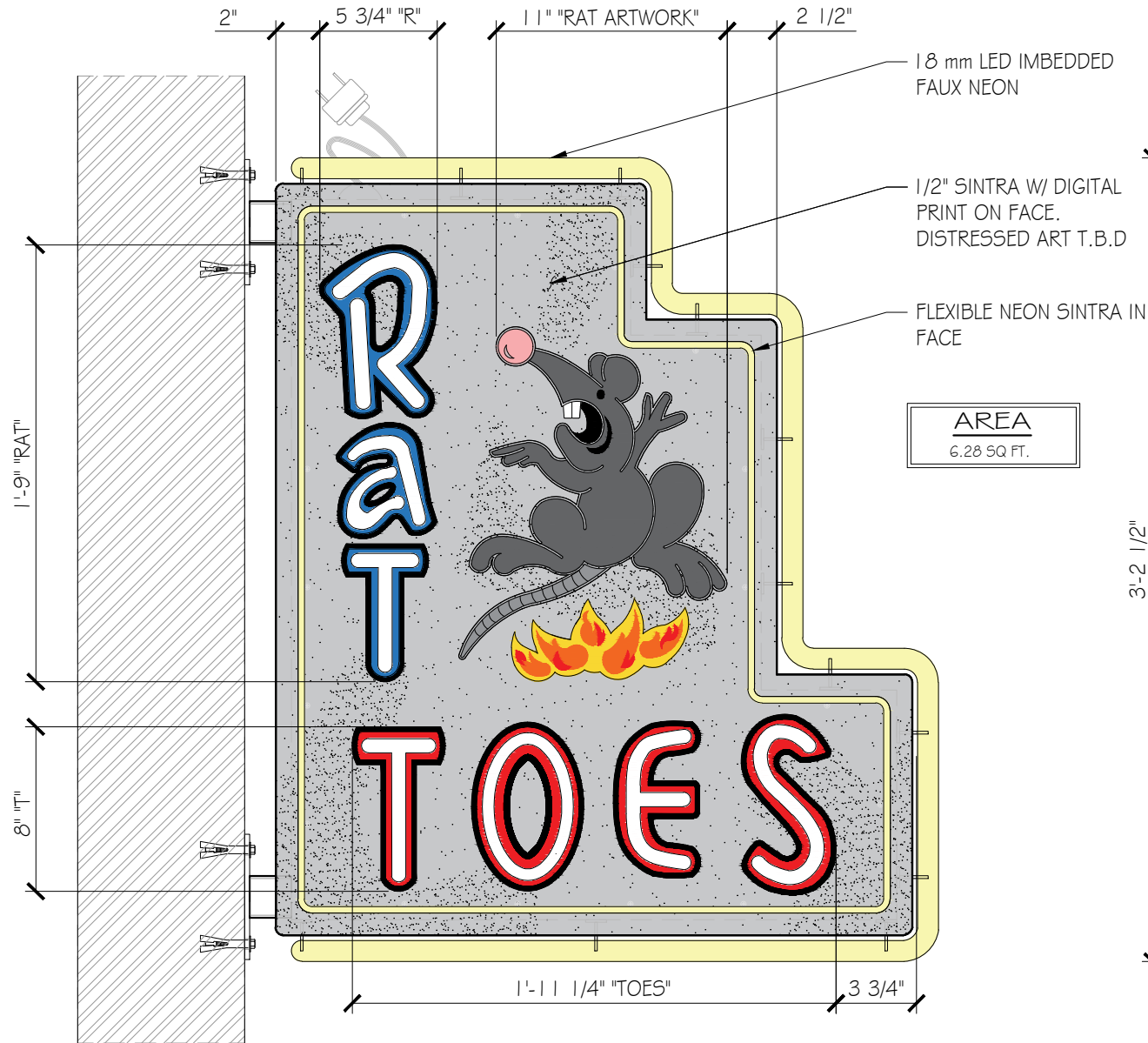
REF. PHOTO
N.T.S.





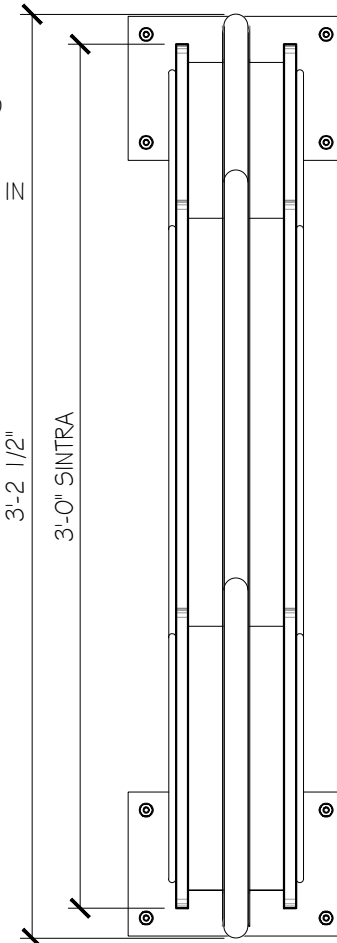
TOP VIEW

SCALE: 1 1/2" = 1'-0"



ELEVATION

SCALE: 1 1/2" = 1'-0"



SECTION VIEW

SCALE: 1 1/2" = 1'-0"

ARTWORK NOTE:

ARTWORK SHOWN ON THIS DRAWING IS SHOWN FOR REPRESENTATION ONLY. ACTUAL ARTWORK TO BE PROVIDED PRIOR TO FABRICATION

U.L. NOTE

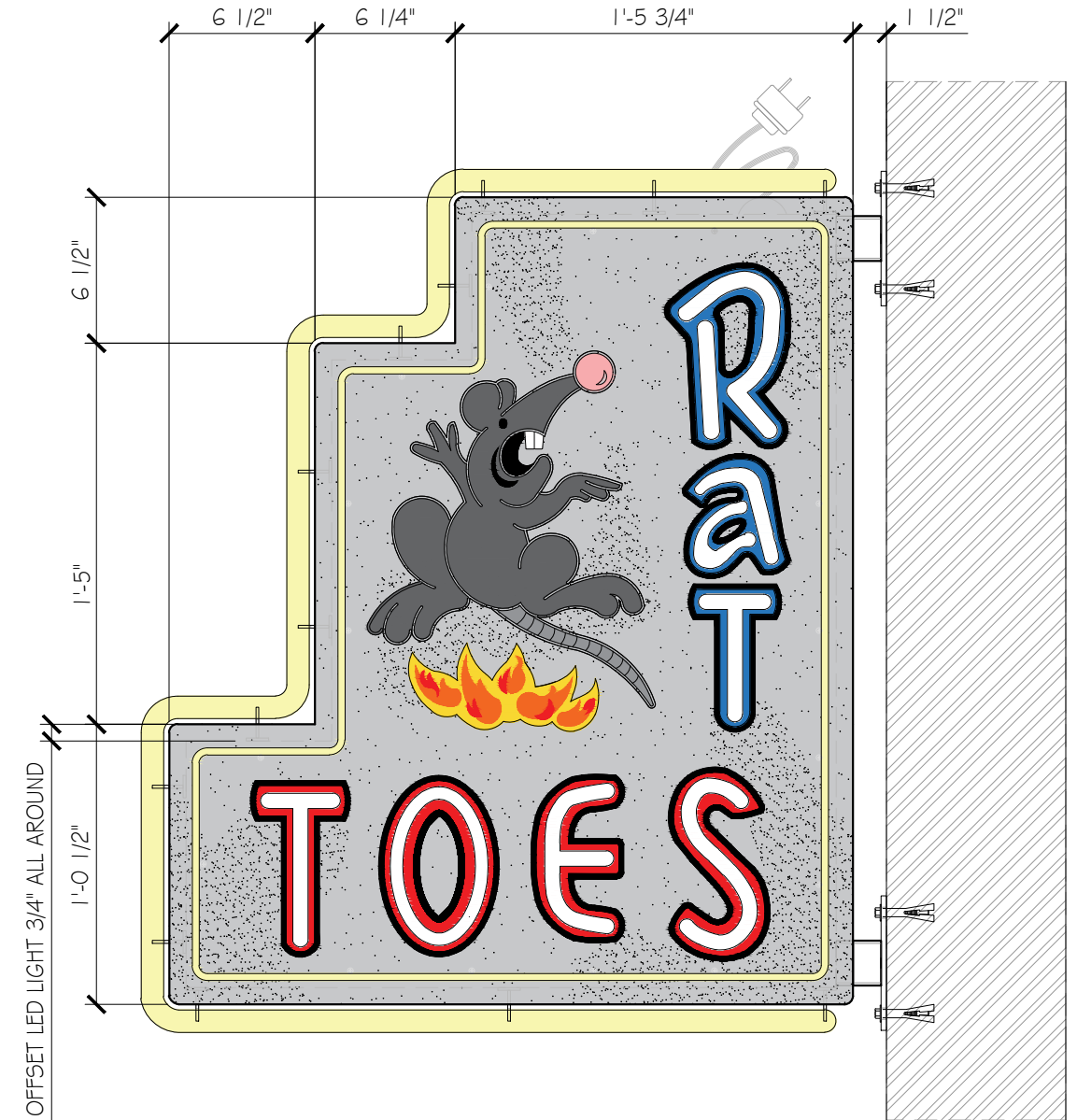
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

ELECTRICAL LOAD

4 AMPS @ 120 VOLTS

ELECTRICAL REQMTS

(1) 20 AMP CIRCUIT



ELEVATION REVERSE

SCALE: 1 1/2" = 1'-0"

DRAWINGS PREPARED BY



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REVISIONS

REV	DATE	DESCRIPTION	BY
-	-	-	-

DRAWINGS PREPARED FOR:



DRAWN BY

MPG

LOCATION

135 W ELLISON ST.,
BURLESON, TX 76028

DATE

09.13.22

JOB #

70-887

DRAWING TITLE

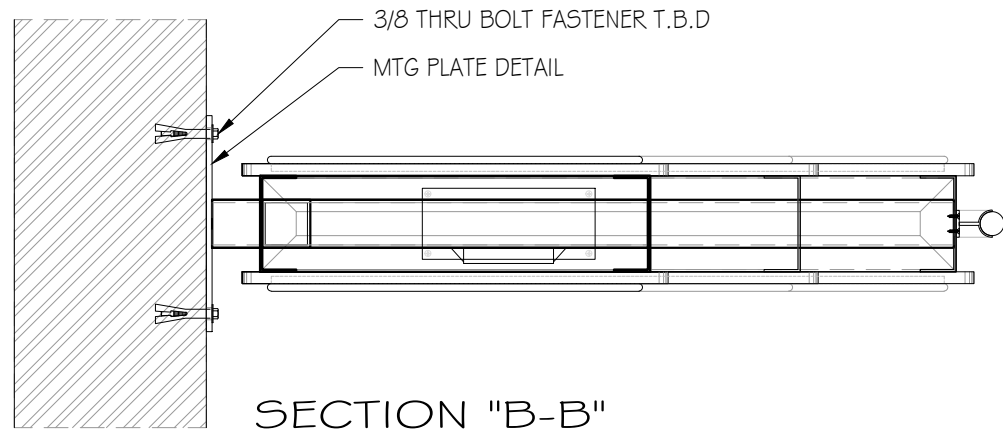
"RAT TOES"
SIGNAGE
DETAILS

SCALE

AS NOTED

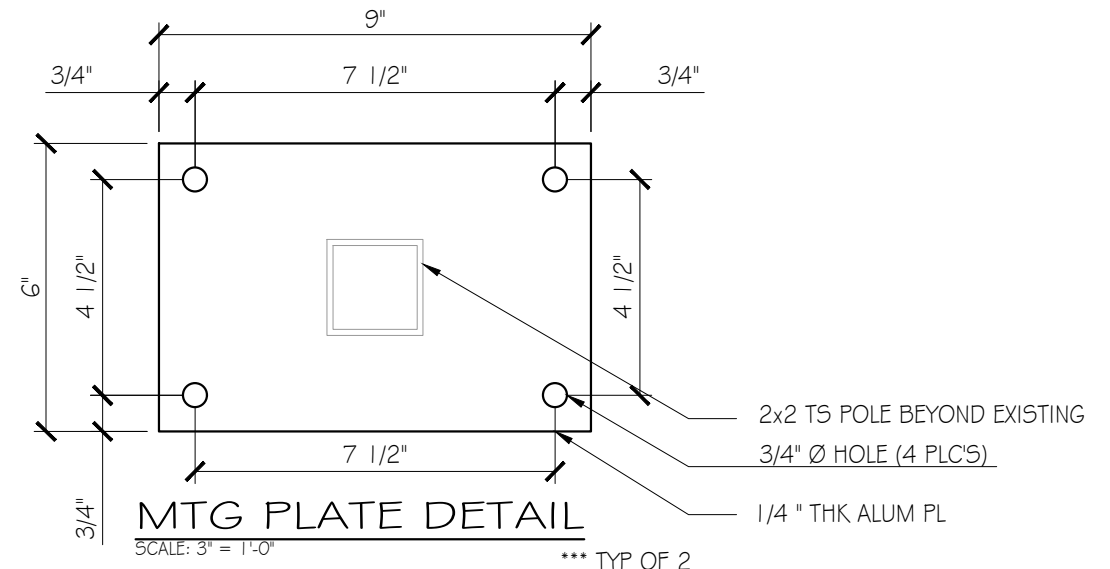
DRAWING NUMBER

70887-INT



SECTION "B-B"

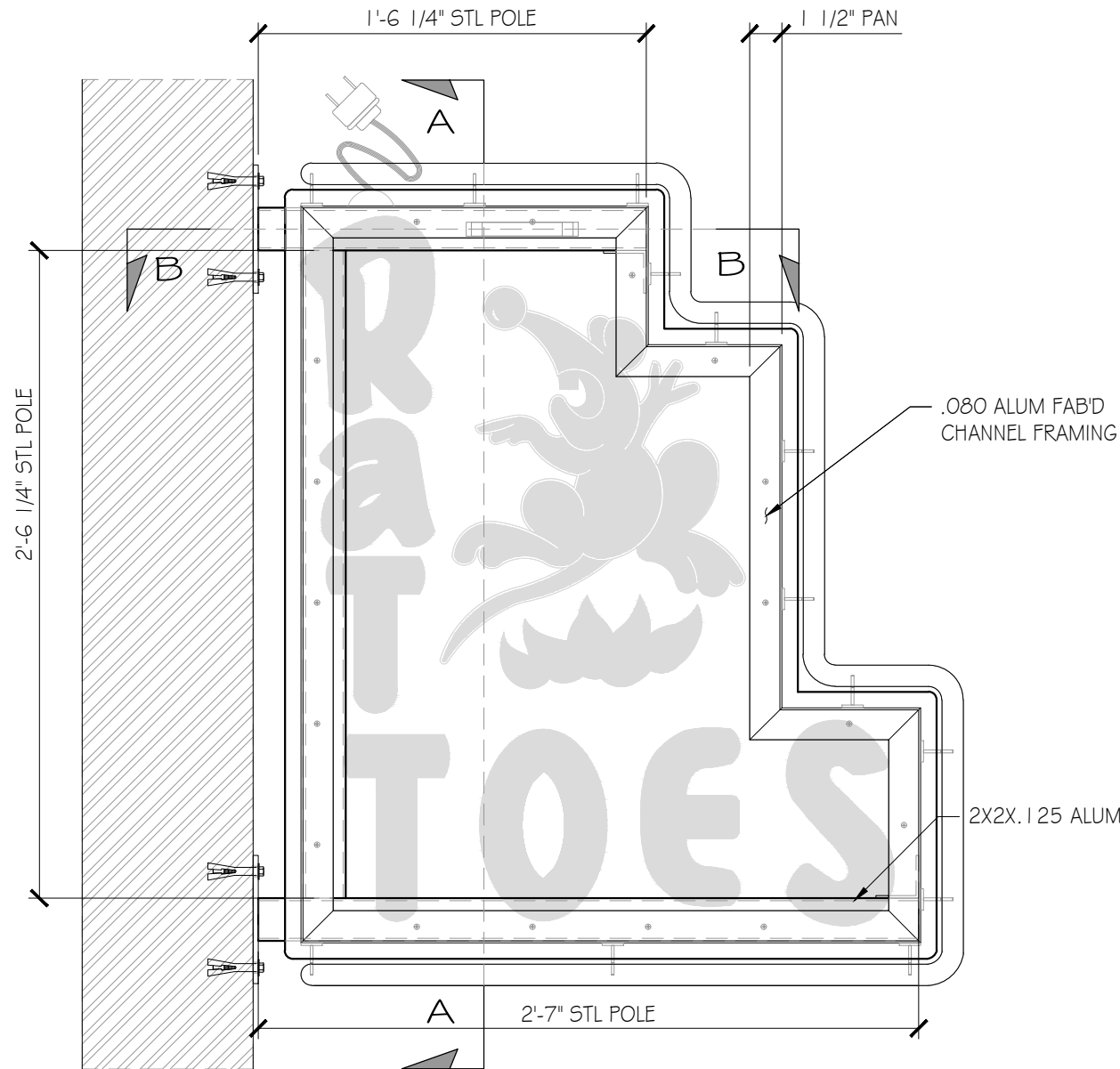
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MTG PLATE DETAIL

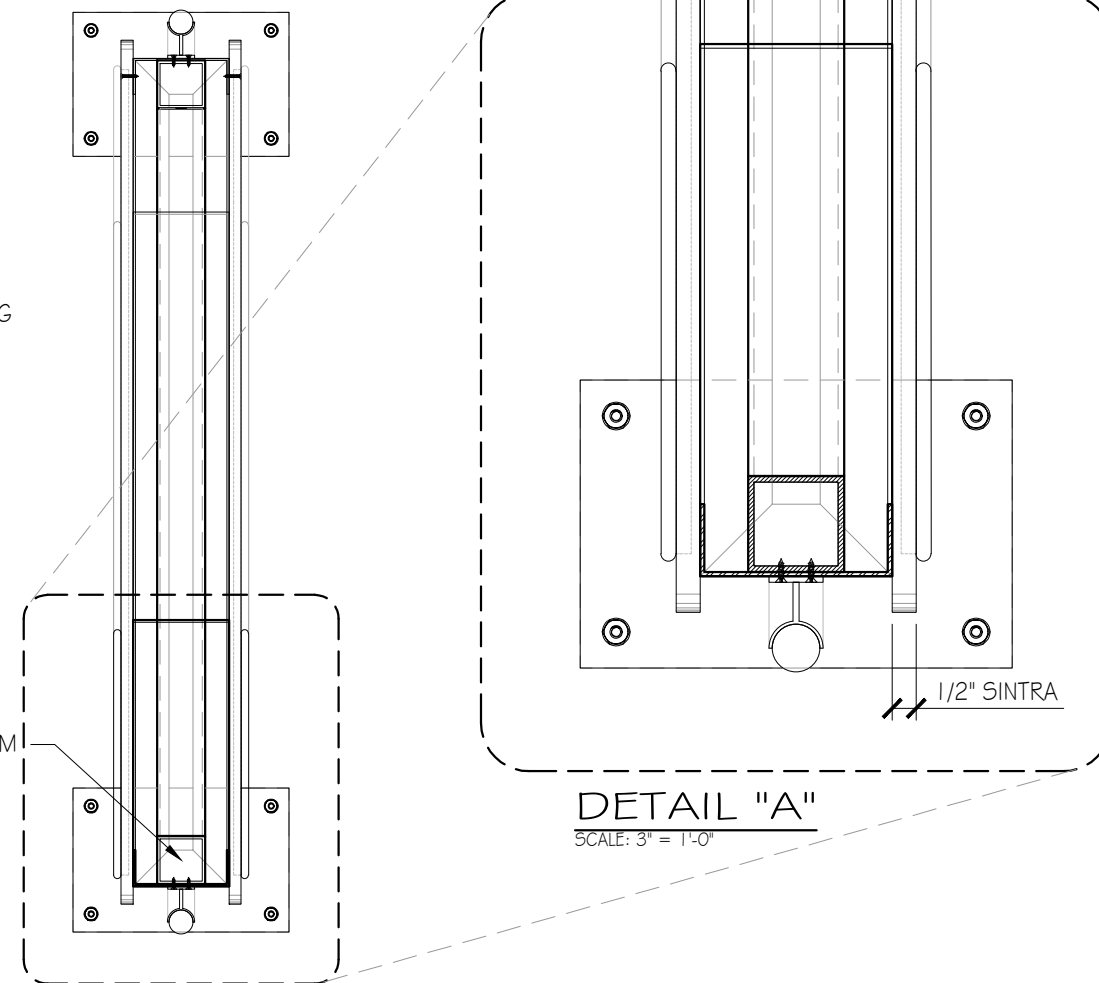
SCALE: 3" = 1'-0"

*** TYP OF 2



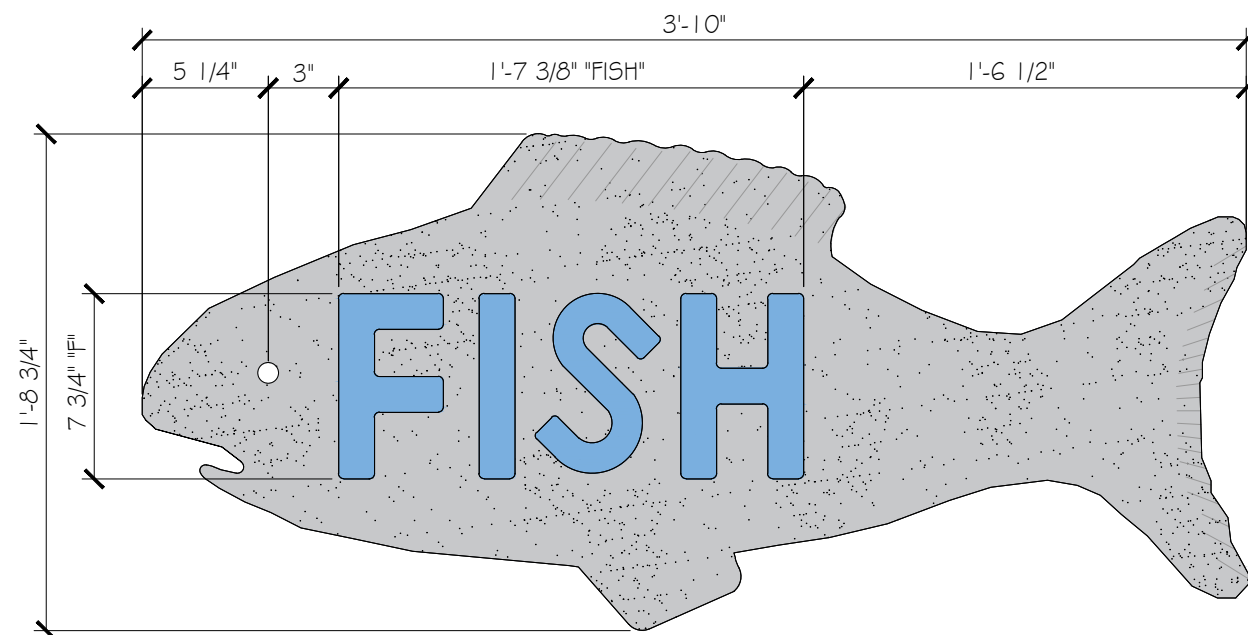
FRAMING ELEVATION

SCALE: 1 1/2" = 1'-0"

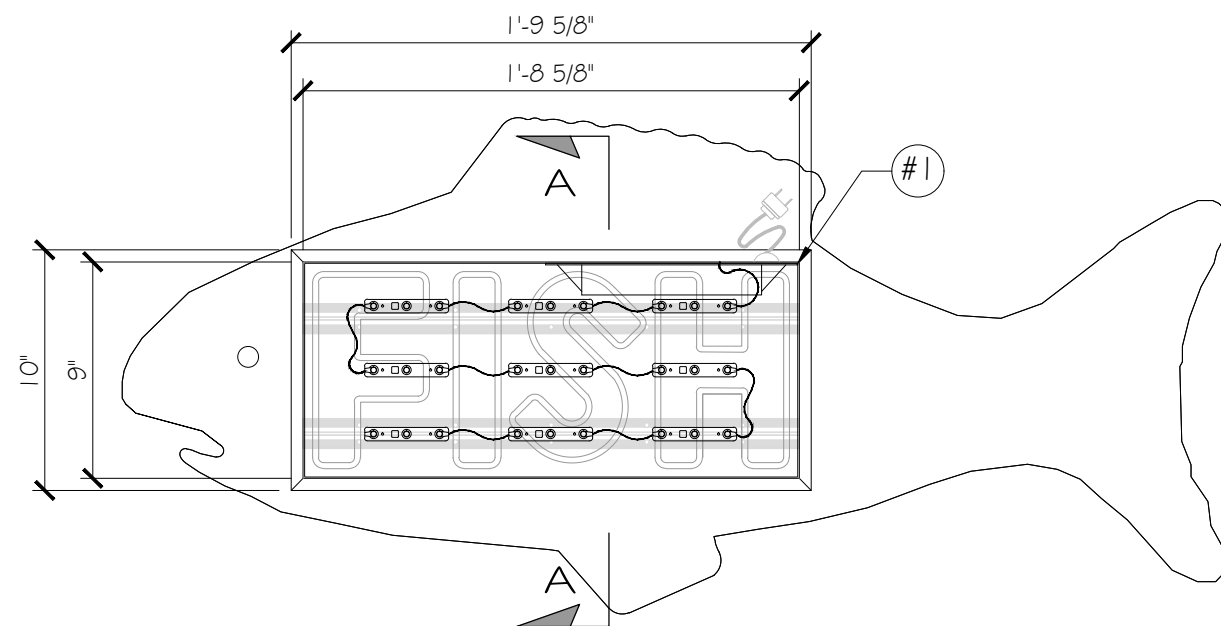


SECTION "A-A"

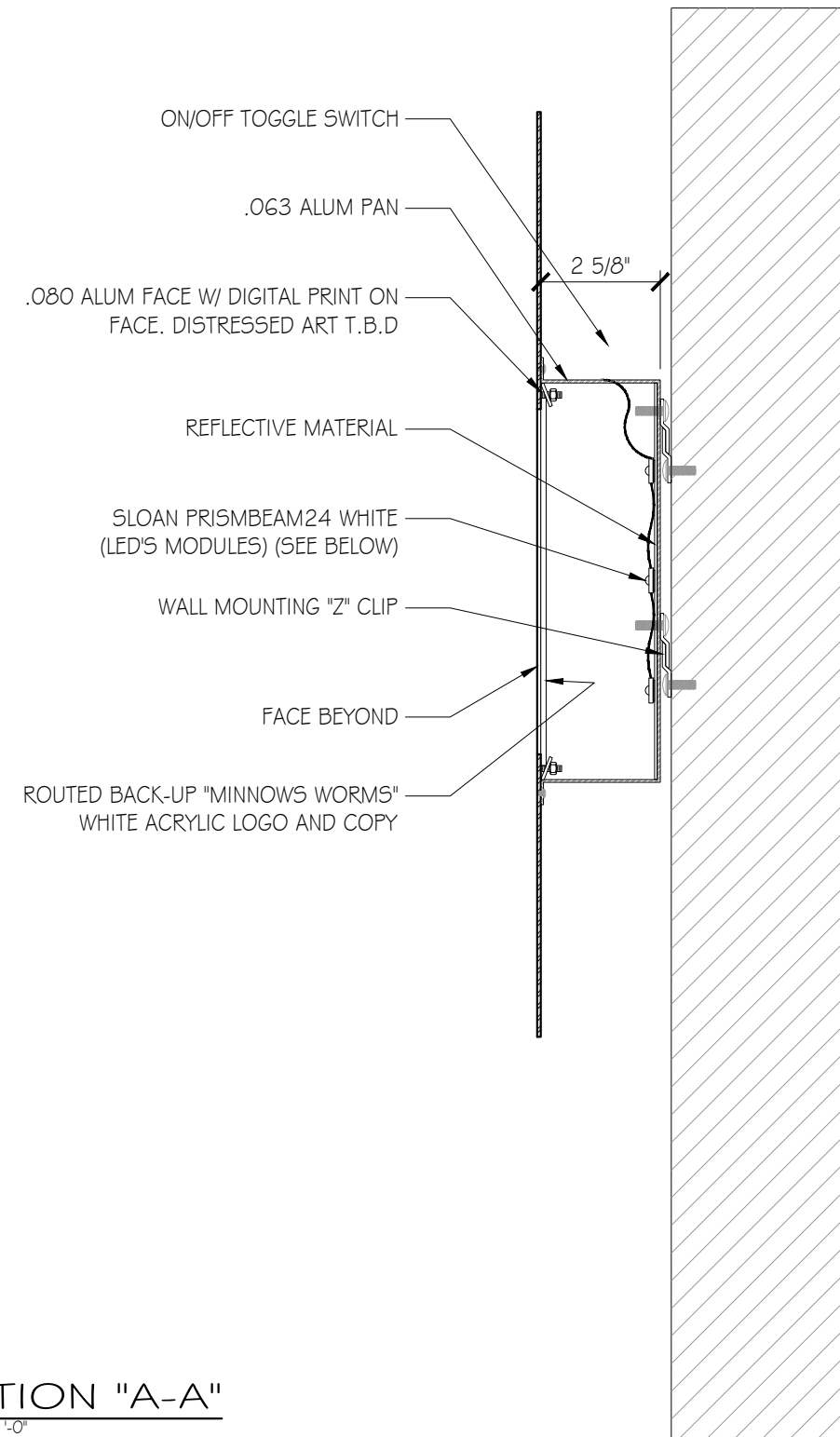
SCALE: 1 1/2" = 1'-0"



ELEVATION
SCALE: 1 1/2" = 1'-0"



FRAMING ELEVATION
SCALE: 1 1/2" = 1'-0"



SECTION "A-A"
SCALE: 3" = 1'-0"

U.L. NOTE
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

ELECTRICAL LOAD
4 AMPS @ 120 VOLTS
ELECTRICAL REQMTS
(1) 20 AMP CIRCUIT

ARTWORK NOTE:
ARTWORK SHOWN ON THIS DRAWING IS SHOWN FOR REPRESENTATION ONLY. ACTUAL ARTWORK TO BE PROVIDED PRIOR TO FABRICATION

3	-LED MODULES (PER LENGTH)	SLOAN PRISMBEAM24 WHITE (LED'S MODULES)	
1	-100W POWER SUPPLY (.85 amps @ 120v per power supply)	(3 LED'S PER MODULE) (1.5 MODULES PER FT.)	1.12 WATTS PER MODULE 6500K PER MODULE

REVISIONS			
REV	DATE	DESCRIPTION	BY
-	-	-	-



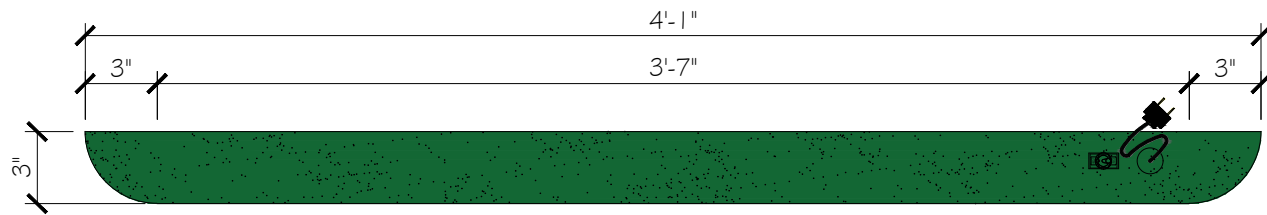
ARTWORK NOTE:
ARTWORK SHOWN ON THIS DRAWING IS
SHOWN FOR REPRESENTATION ONLY.
ACTUAL ARTWORK TO BE PROVIDED
PRIOR TO FABRICATION

AREA
6.46 SQ FT.



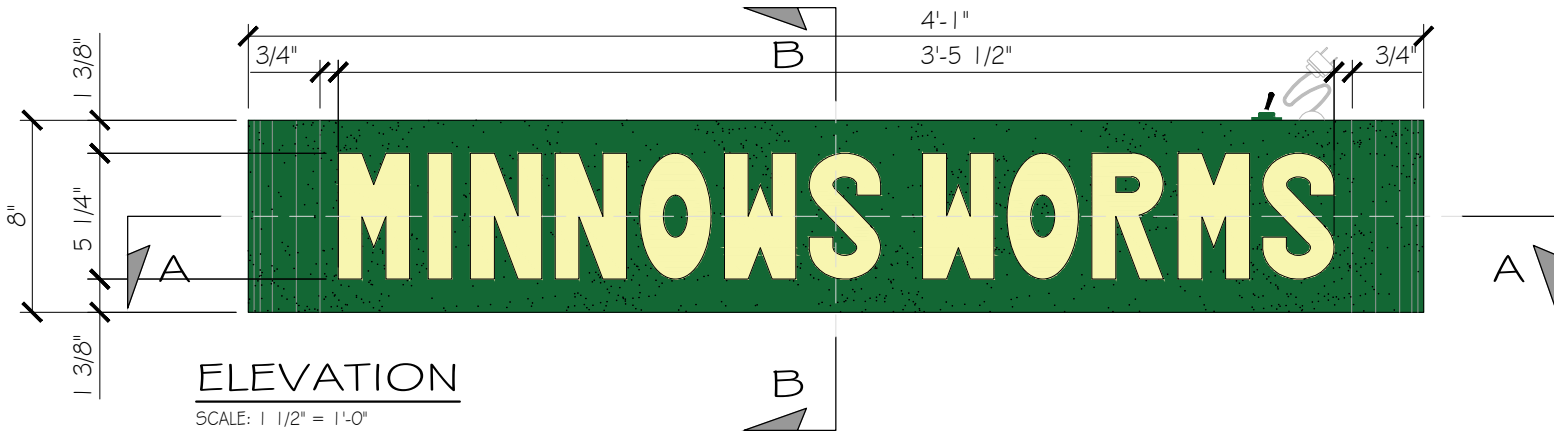
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

ELECTRICAL LOAD
4 AMPS @ 120 VOLTS
ELECTRICAL REQMTS
(1) 20 AMP CIRCUIT

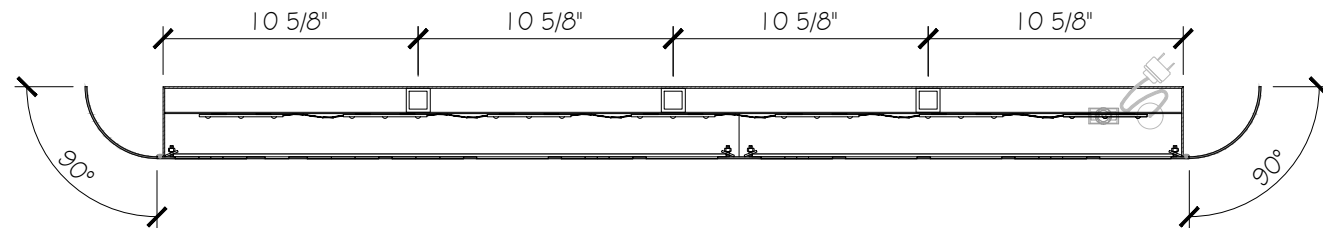


TOP VIEW
SCALE: 1 1/2" = 1'-0"

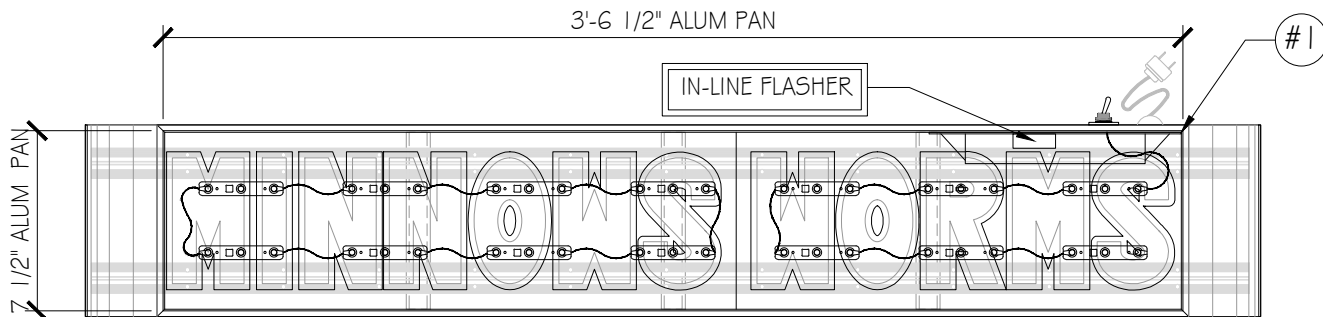
AREA
2.72 SQ. FT.



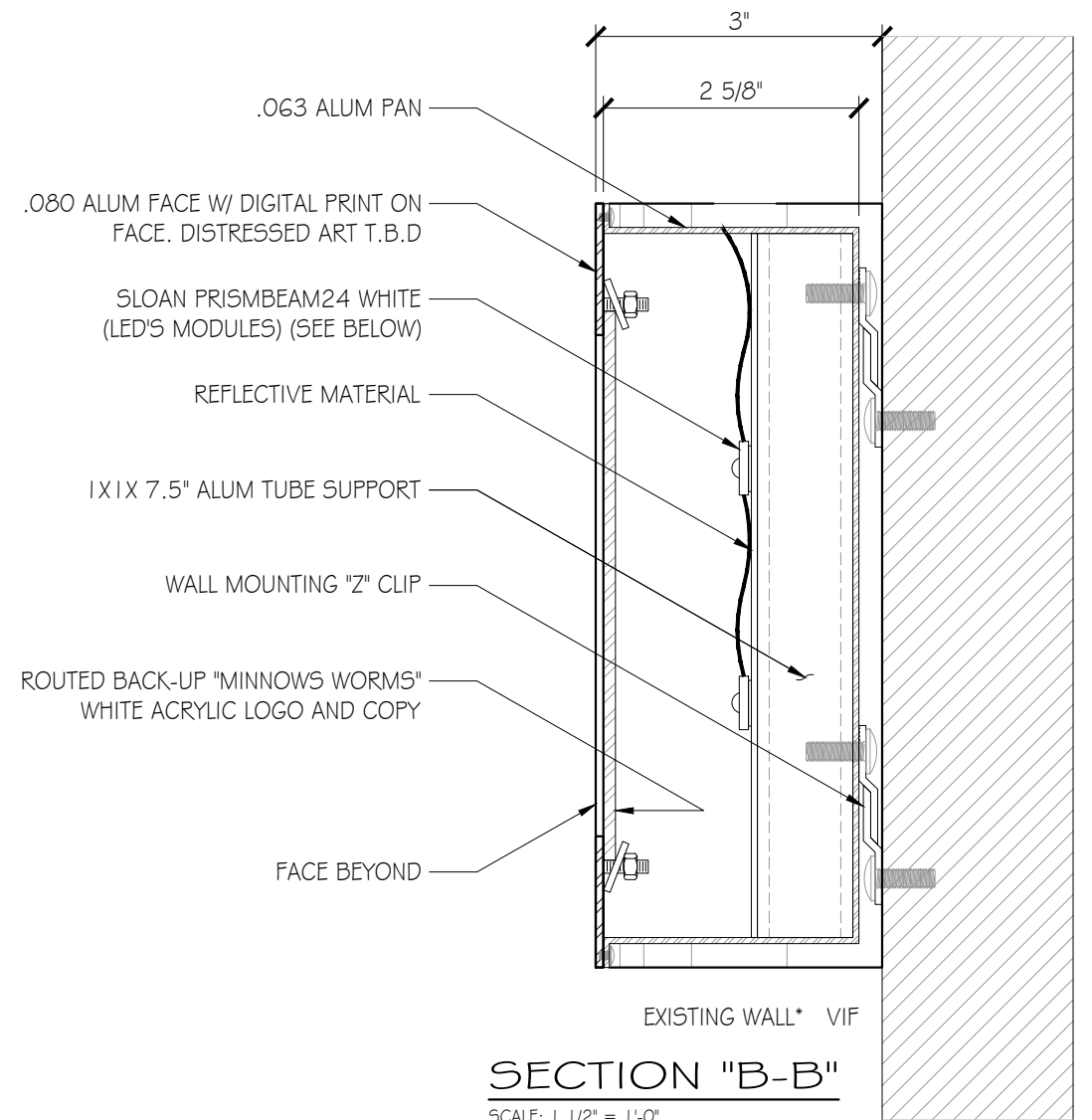
ELEVATION
SCALE: 1 1/2" = 1'-0"



SECTION "A-A"
SCALE: 1 1/2" = 1'-0"



FRAMING ELEVATION
SCALE: 1 1/2" = 1'-0"



SECTION "B-B"
SCALE: 1 1/2" = 1'-0"

U.L. NOTE

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

ELECTRICAL LOAD

4 AMP5 @ 120 VOLTS

ELECTRICAL REQMTS

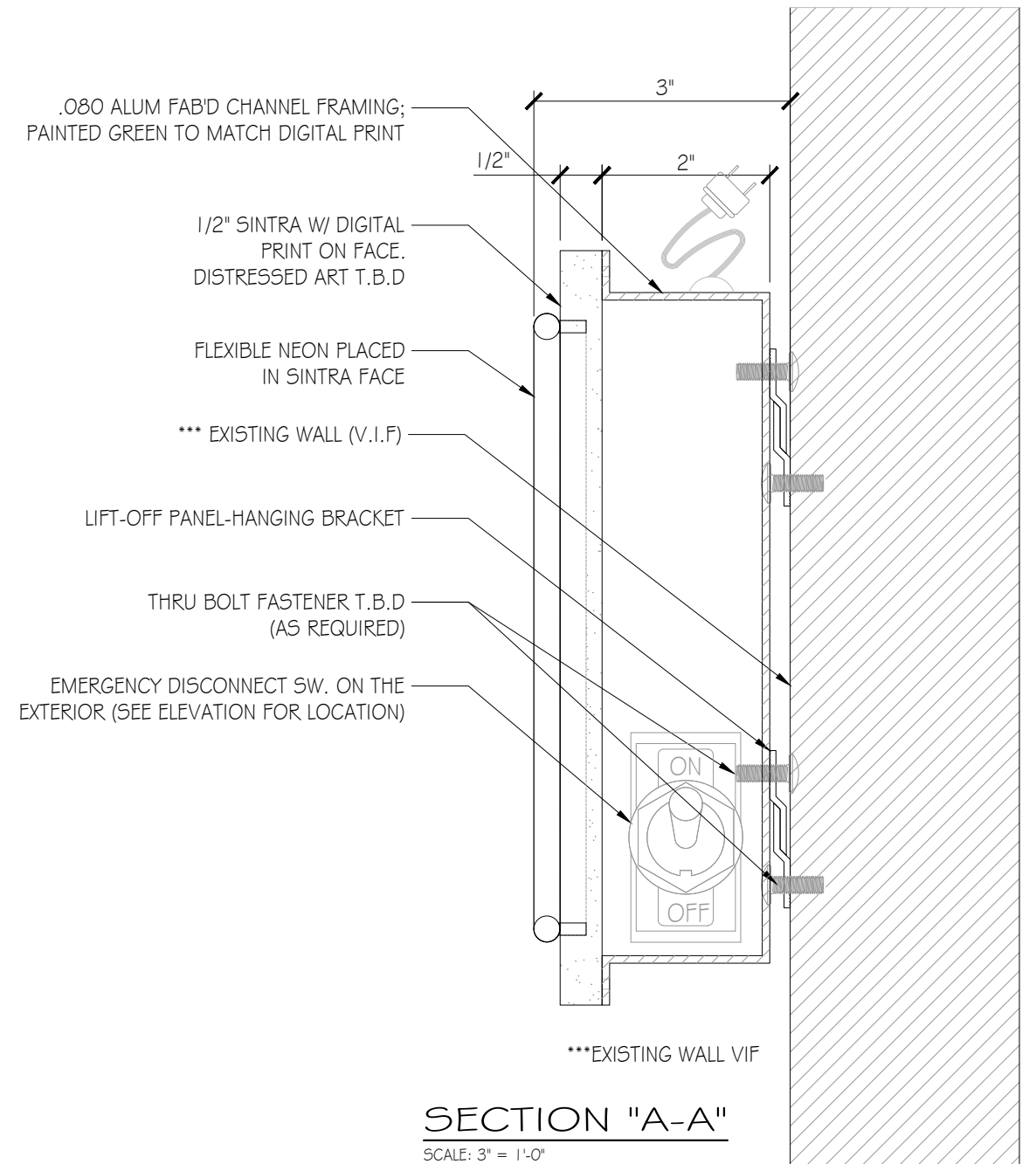
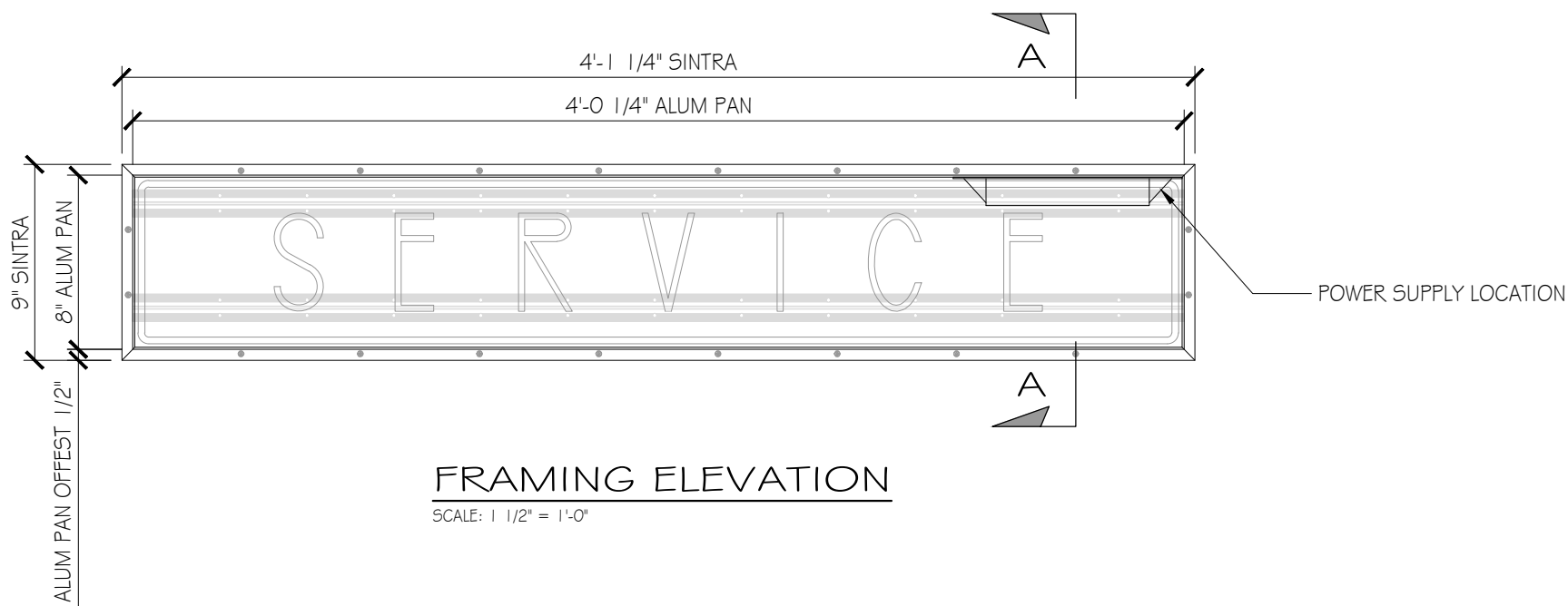
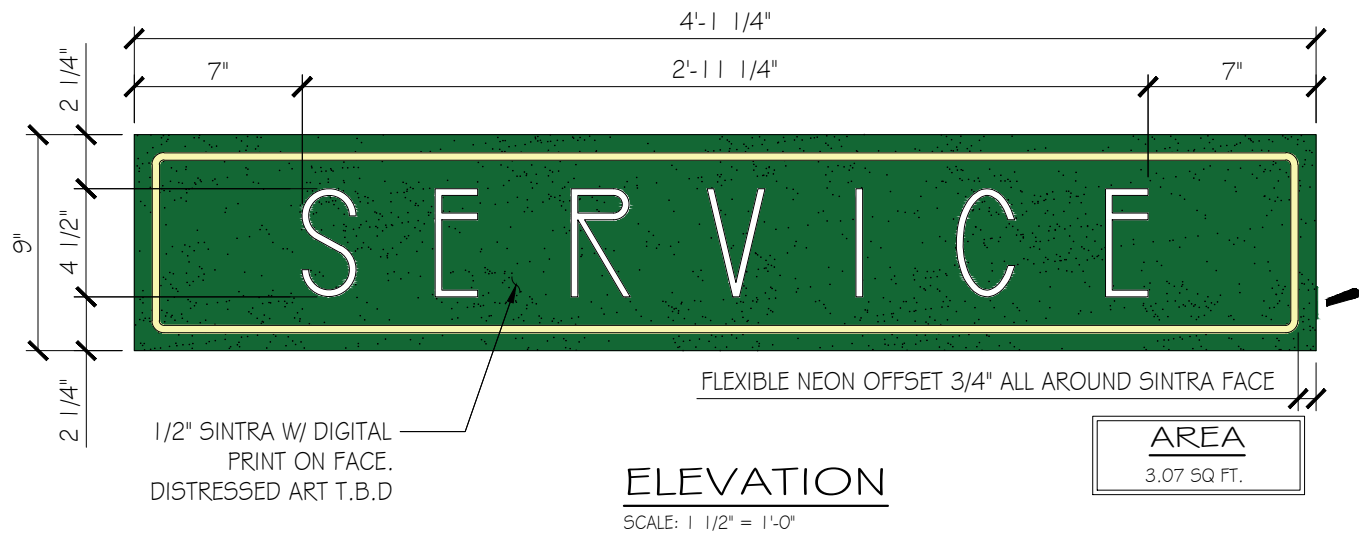
(1) 20 AMP CIRCUIT

ARTWORK NOTE:

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3	-LED MODULES (PER LENGTH)
1	-100W POWER SUPPLY (.85 amps @ 120v per power supply)

SLOAN PRISMBEAM24 WHITE (LED'S MODULES)	
(3 LED'S PER MODULE) (1.5 MODULES PER FT.)	1.12 WATTS PER MODULE 6500K PER MODULE



U.L. NOTE

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ELECTRICAL LOAD

4 AMPS @ 120 VOLTS

ELECTRICAL REQMTS

(1) 20 AMP CIRCUIT

ARTWORK NOTE:

ARTWORK SHOWN ON THIS DRAWING IS SHOWN FOR REPRESENTATION ONLY. ACTUAL ARTWORK TO BE PROVIDED PRIOR TO FABRICATION

DRAWINGS PREPARED BY



677 Dunksferry Road
Bensalem, PA 19020

(215) 826-0880 (215) 826-0514 www.i1ind.com

DESIGN AND CONSTRUCTION DOCUMENTS AS INSTRUMENTS OF SERVICE ARE GIVEN IN CONFIDENCE AND REMAIN THE PROPERTY OF IMAGE ONE IND. THE USE OF THIS DESIGN AND CONSTRUCTION DOCUMENTS FOR PURPOSES OTHER THAN THE SPECIFIC PROJECT NAMED HERE IN IS STRICTLY PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF IMAGE ONE INDUSTRIES.

REVISIONS

REV	DATE	DESCRIPTION	BY
-	-	-	-

DRAWINGS PREPARED FOR:



DRAWN BY

MPG

LOCATION

135 W ELLISON ST.,

BURLESON, TX 76028

DATE

09.13.22

JOB #

70-887

DRAWING TITLE

"SERVICE"

SIGNAGE

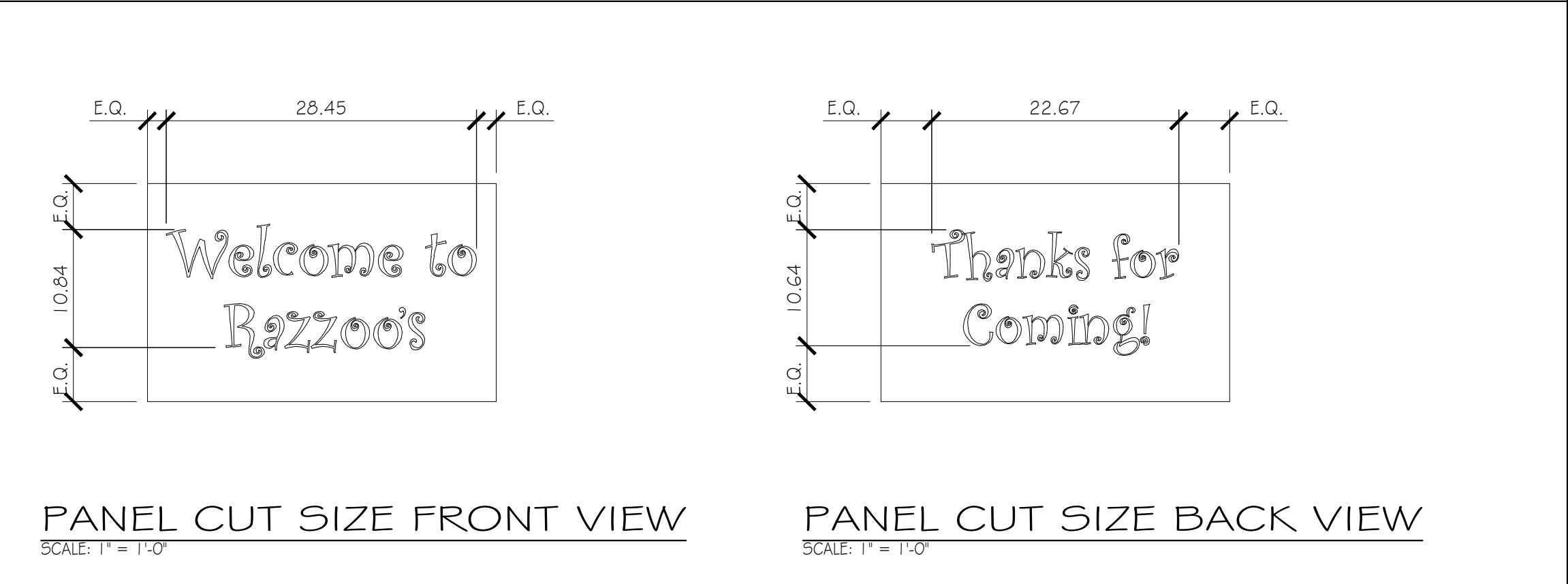
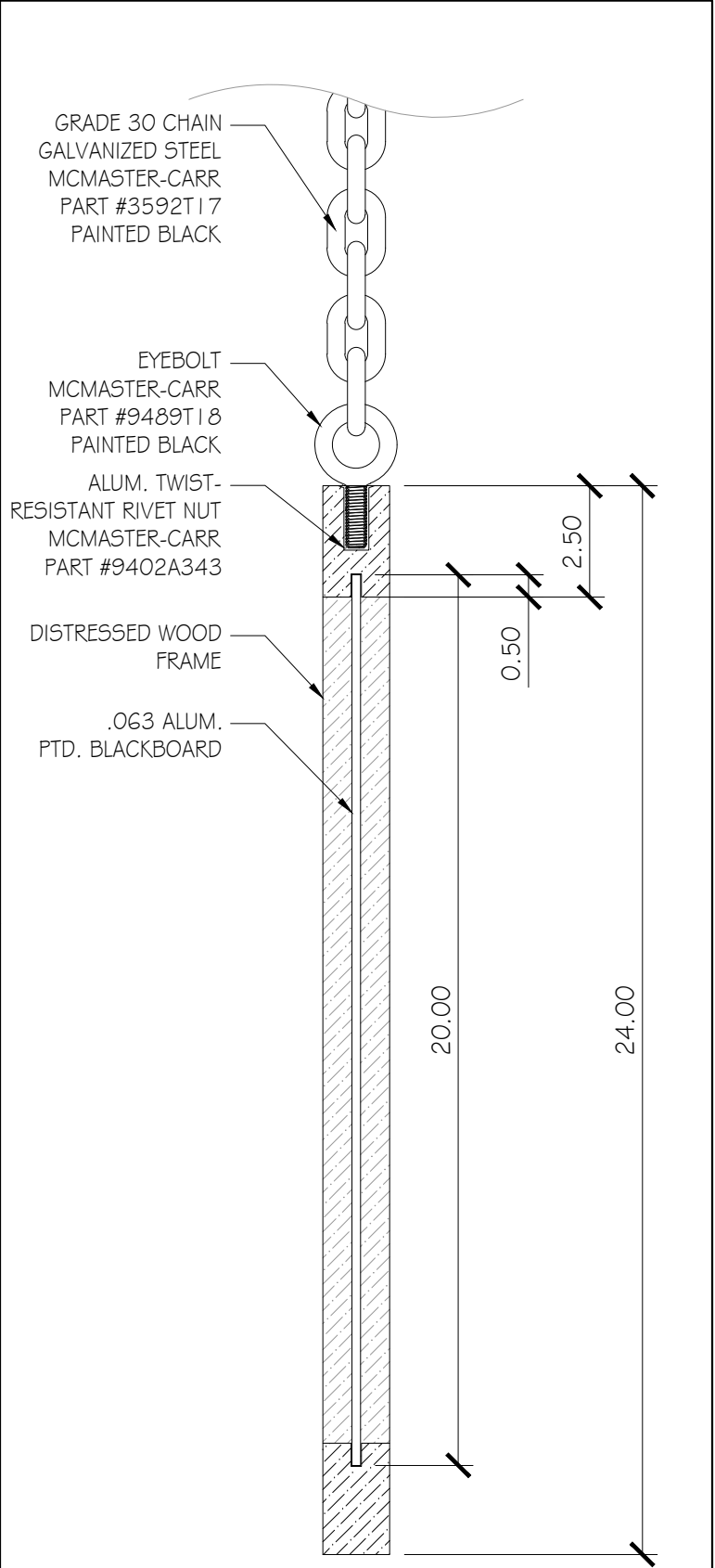
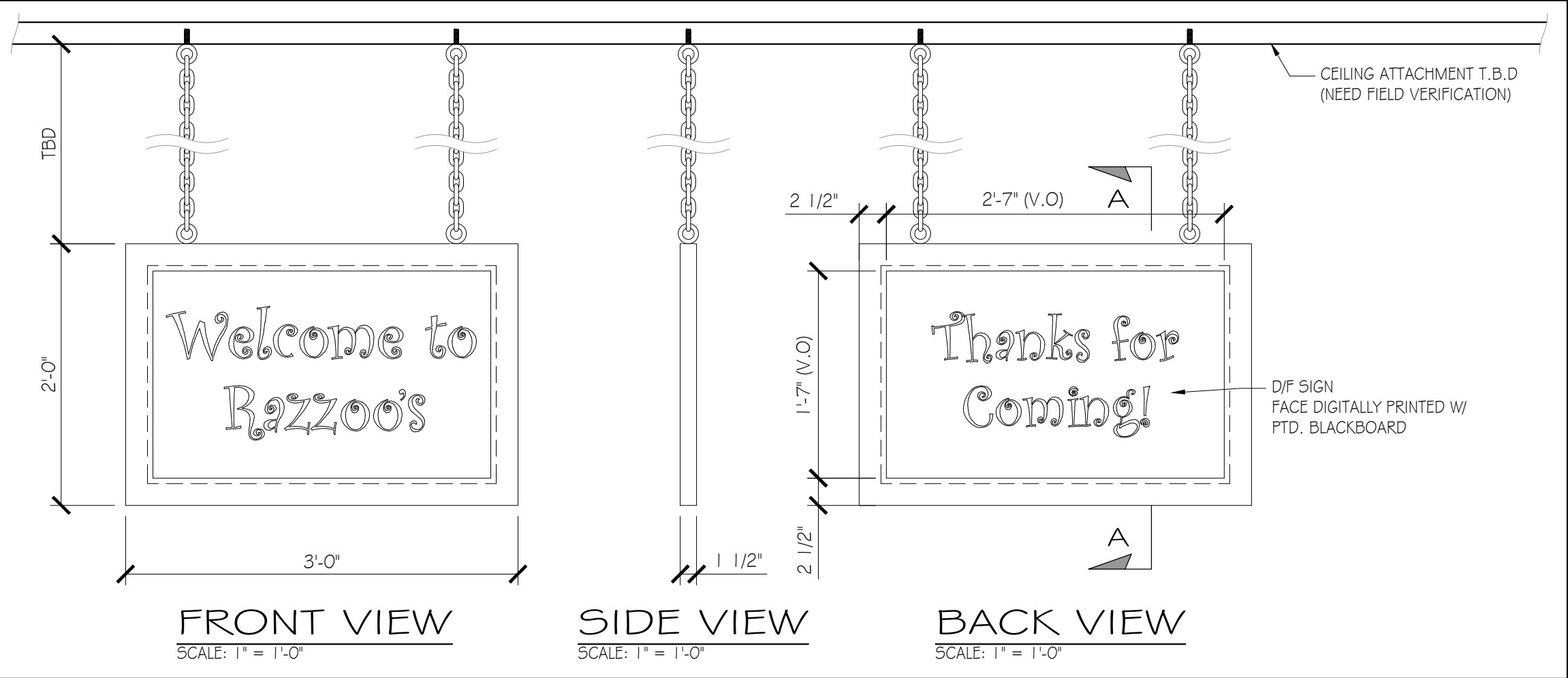
DETAIL

SCALE

AS NOTED

DRAWING NUMBER

70887-INT-156



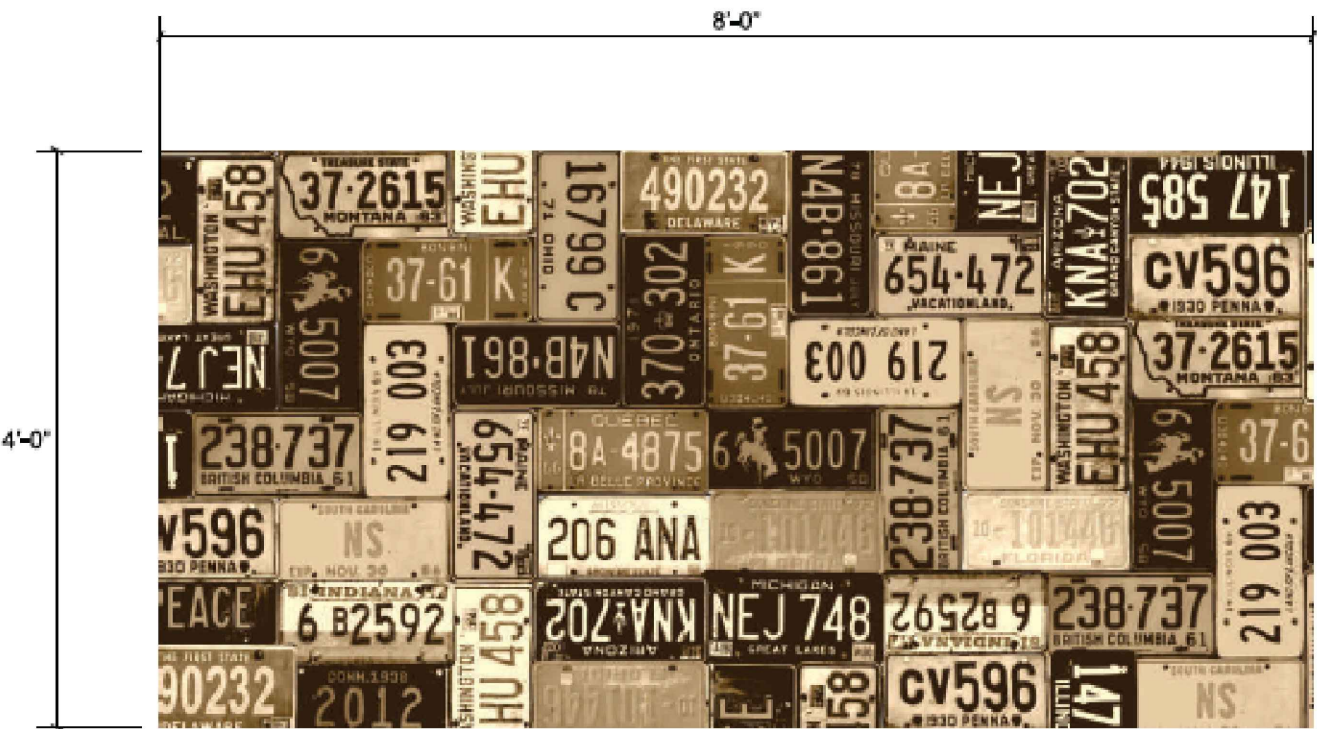
REVISIONS			
REV	DATE	DESCRIPTION	BY
-	-	-	-

OPTION 1 - FULL COLOR - REPEATED PATTERNS



SCALE: 3/4"=1'-0"

OPTION 2 - SEPIA TONAL - REPEATED PATTERNS



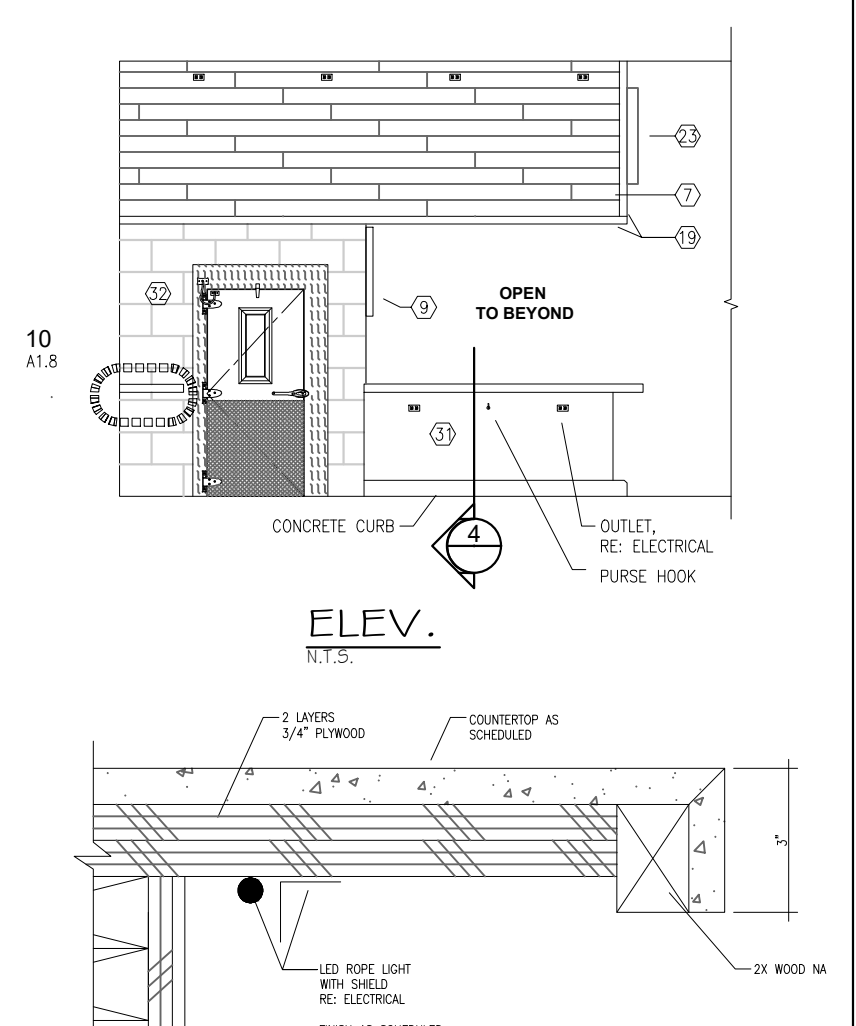
SCALE: 3/4"=1'-0"

WALL GRAPHIC

SPECIFICATIONS

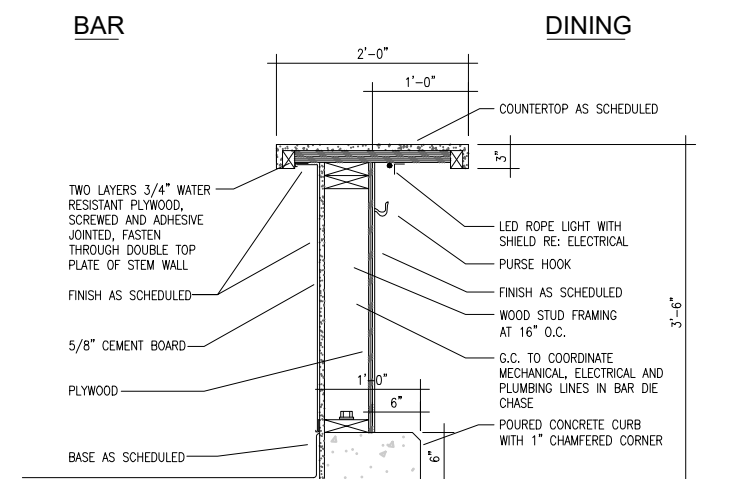
- .040" ALUMINUM PANELS W/HIGH RES PRINTED GRAPHICS

REVISIONS			
REV	DATE	DESCRIPTION	BY



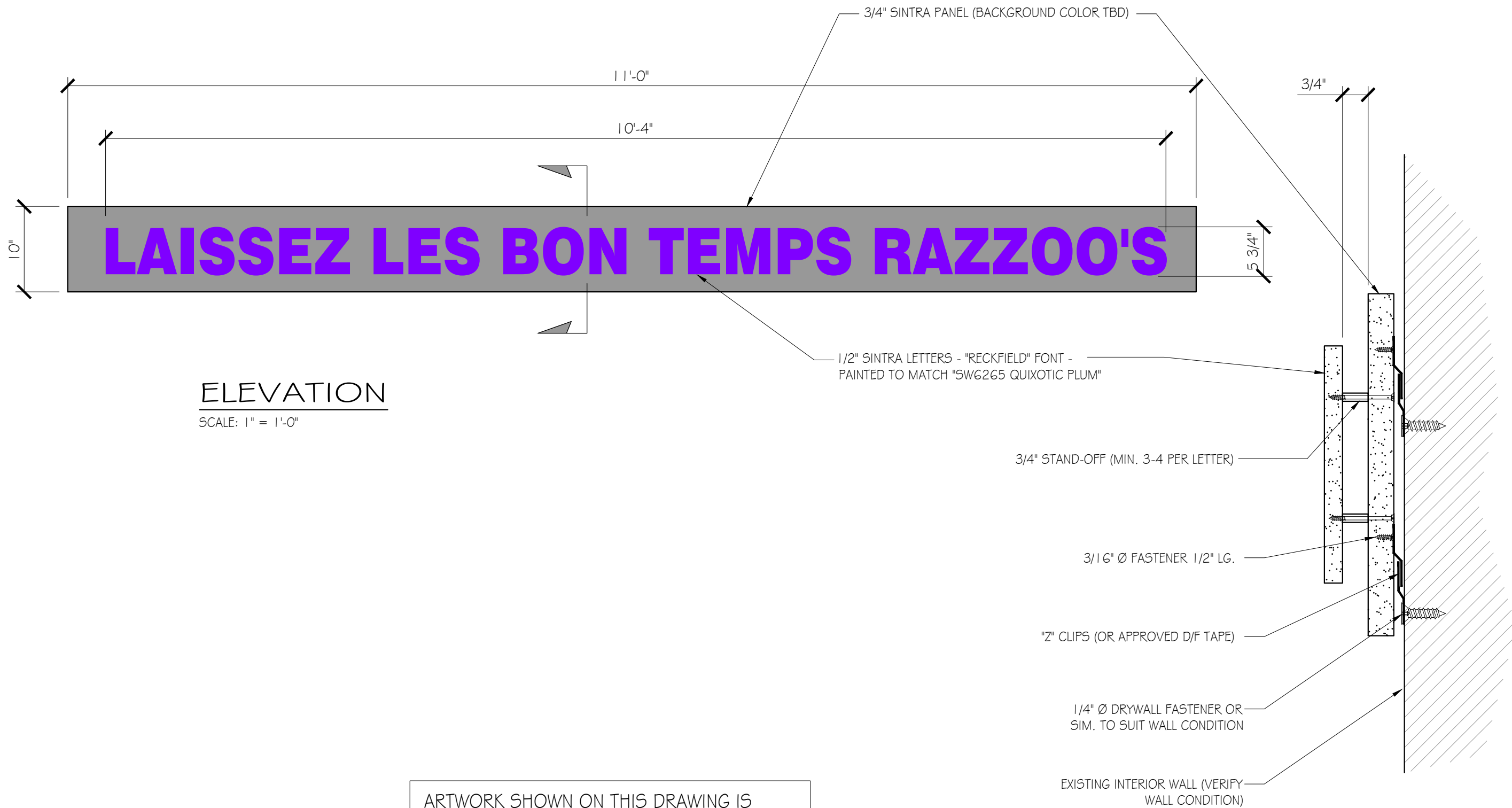
BAR EDGE DETAIL

SCALE: 3" = 1'-0"



SECTION "4"

SCALE: 1/2" = 1'-0"

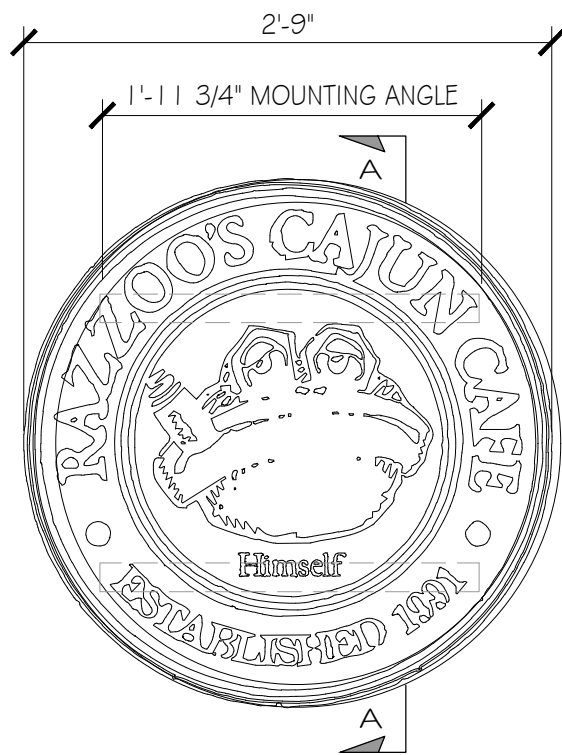


ELEVATION
SCALE: 1" = 1'-0"

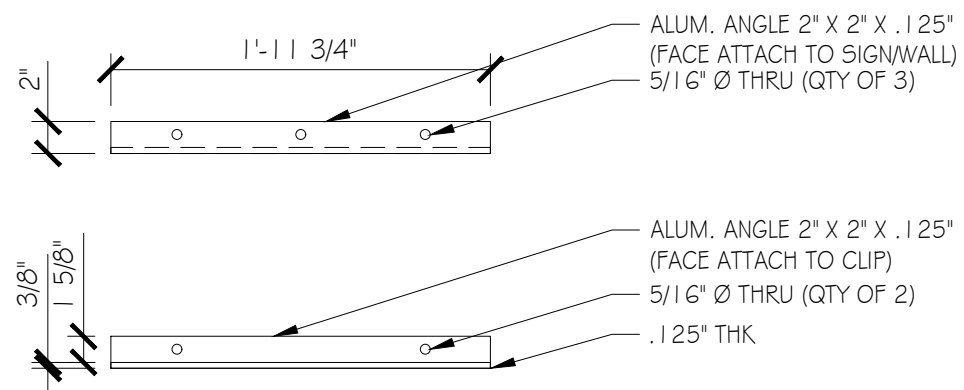
SECTION
SCALE: 3" = 1'-0"

ARTWORK SHOWN ON THIS DRAWING IS SHOWN FOR REPRESENTATION ONLY. ACTUAL ARTWORK TO BE PROVIDED PRIOR TO FABRICATION

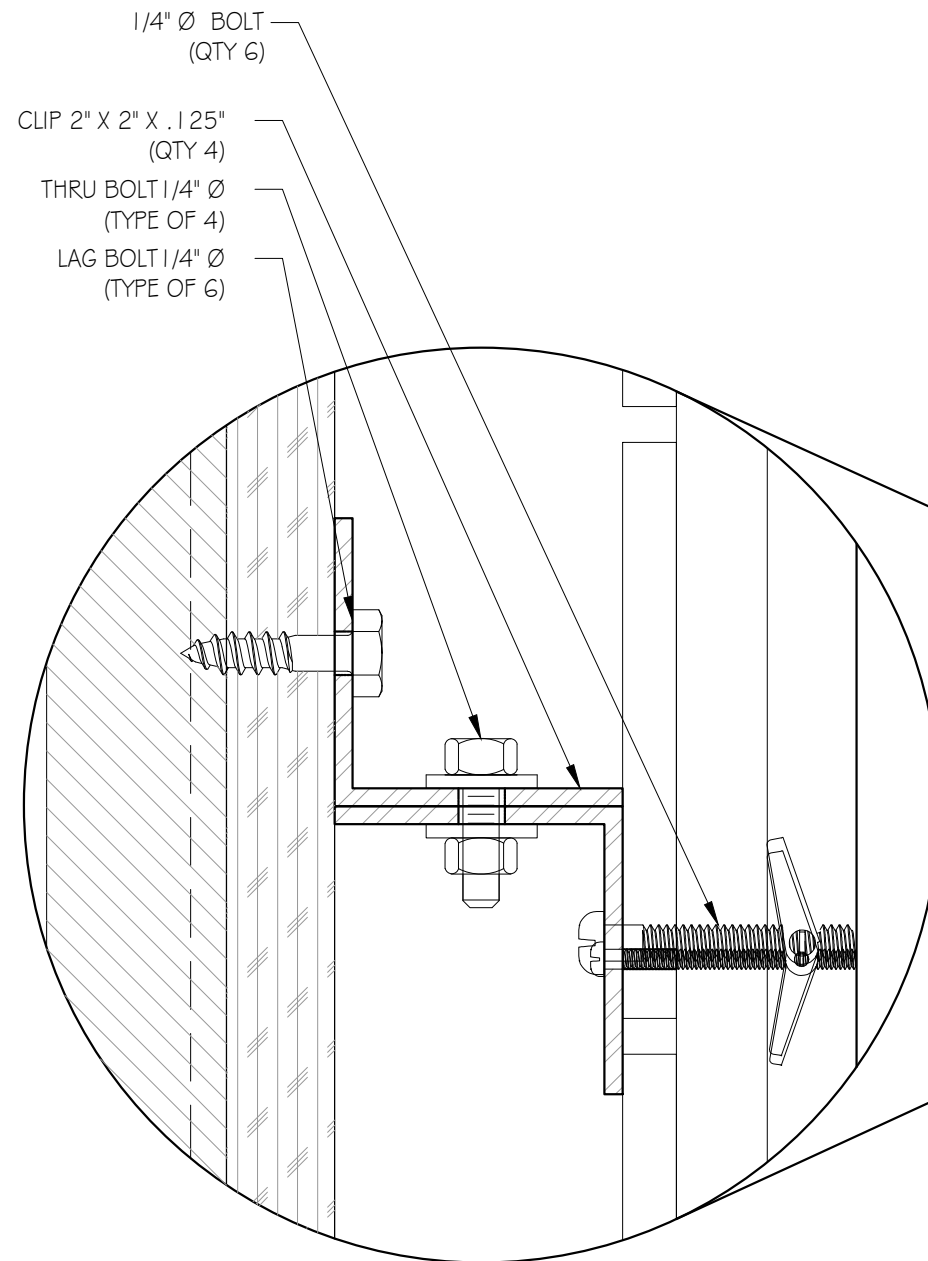
REVISIONS			
REV	DATE	DESCRIPTION	BY
-	-	-	-



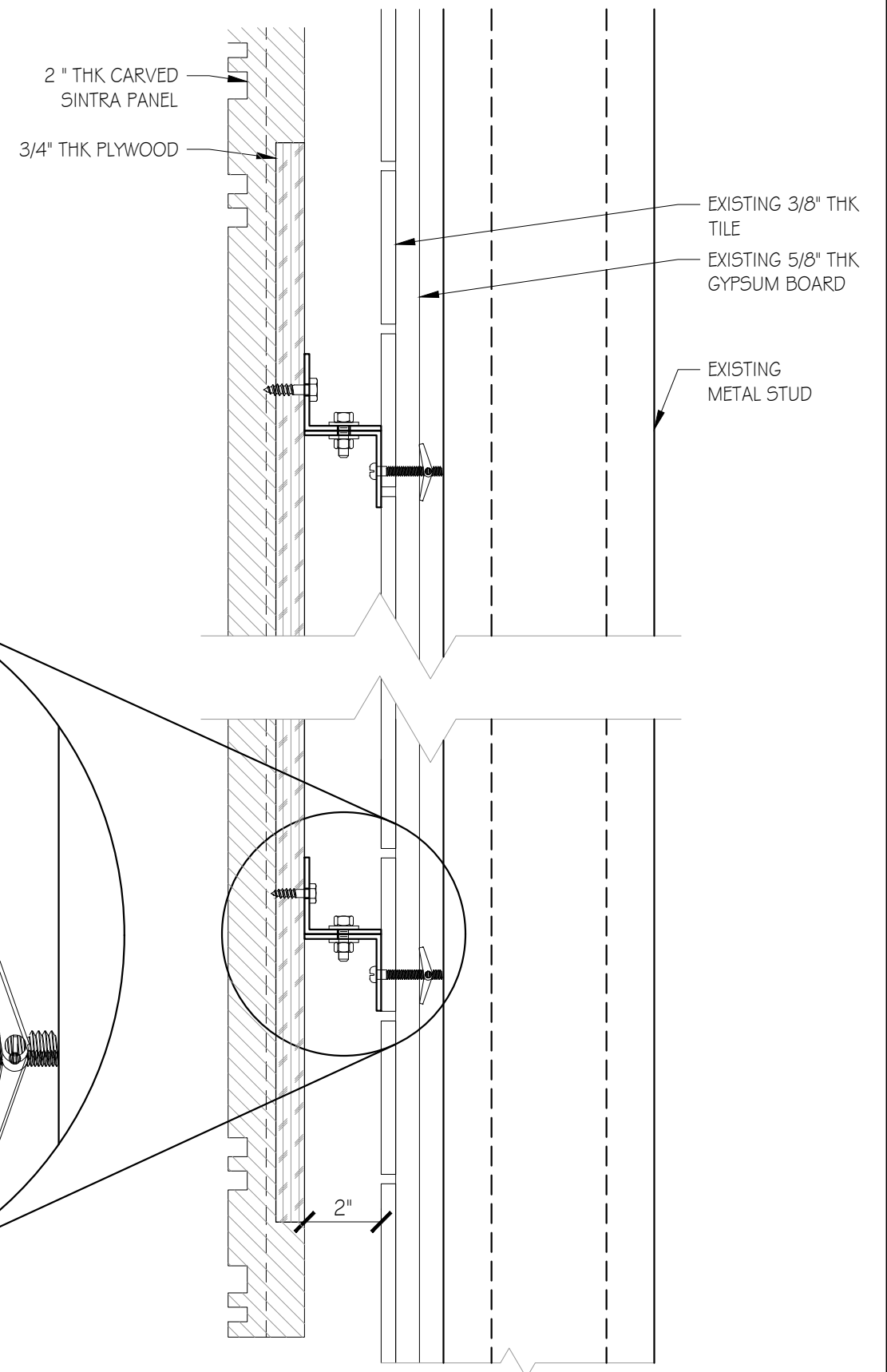
"HIMSELF" MEDALLION - QTY 1
SCALE: 1" = 1'-0"



MOUNTING ANGLE DETAIL (QUANTITY OF 4)
SCALE: 1" = 1'-0"
PTD. TO MATCH EXIST. WALL



DETAIL B
SCALE: 6" = 1'-0"



SECTION AA VIEW
SCALE: 3" = 1'-0"

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: January 23, 2023

SUBJECT:

Ordinance Modification for text amendments to Appendix B, Zoning, Article I, Board of Adjustments and Appendix C, Urban Design Standards, Article IV Old Town Design Standards, Old Town Design Standards Committee: Hold a public hearing and consider an ordinance amending the number of voting members and terms of members for the Board of Adjustments and Old Town Design Standards Committee.(First Reading) *(Staff Presenter: Amanda Campos, City Secretary)*

SUMMARY:

The city council reviewed and discussed the current structure of all the city's boards, commissions, and committees with the goal in mind to increase community participation. The review covered the number of members, the qualifications, total number of existing boards, commissions, and committee, the term limits, and the absence rule.

The city council agreed the number of members appointed to each board, commission, and committee should be increased to 9 voting members. The qualifications, the absence rule, and number of existing boards, commissions, and committees should remain unchanged.

The city council agreed the term limits should be modified by changing the current term limits from 3 full terms to 2 full terms for all boards, commissions, and committee except the planning and zoning commission and youth members. The proposed amendments would change 3 full 3 year terms to 2 full 3 year terms. The planning and zoning commission terms will remain unchanged and continue to be 3 full 3 year terms. All youth member terms would change to a 1 year term with no term limits.

The transition of the these changes will be as follows:

1. Each current term of all member of all boards, commissions, and committee would remain the same as they currently are.
2. Term limits will effect members when their current term is over and under review and consideration for re-appointment.
3. The number of members will increase to 9 voting members after final approval of the ordinance (January 23, 2023) and required publication of ordinance in both a newspaper

and website. Would suggest council provide for an effective date of April 1, 2023 to allow time to appoint members to the vacancies created by added numbers.

The Board of Adjustments and the Old Town Design Standards committee were established in Appendix B, Zoning and Appendix C, Urban Design Standards requiring a public hearing and consideration of the Planning and Zoning Commission for recommendation to the city council. This item is presented to city council for consideration on first reading at this January 23, 2023 council meeting with the final reading presented at the February 6, 2023 meeting. City council will follow Council Policy #40 Boards/Commissions/Committee appointment process.

The Board of Adjustments currently is composed of 5 regular voting members and 4 alternate members. The alternate members only vote when there is an absence on the board. The new proposed change to 9 voting members would allow these alternate members to become full voting members. The change requires amendments to Section 11, Board of adjustments, 11-100. Organization and 11-120. Vote required for board decisions.

Section 11. Board of adjustment.

11-100. Organization. There is hereby created a board of adjustment. ~~The board membership shall be in compliance with Chapter 2, Article II, Section 2-31(e) for number of members, Section 2-33(a) for qualifications and Section 2-31(d) for terms, consisting of five members, each to be appointed for a term of two years and removable for cause by the city council upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose position becomes vacant. The city council may appoint four alternate members who shall serve in the absence of one or more regular members when requested to do so by the mayor or city manager, as the case may be. All cases to be heard by the board of adjustment must be heard by a minimum number of the four five members. The alternate members shall serve for the same terms and shall be subject to removal the same as regular members. Vacancies in the positions of alternate members shall be filled in the same manner as for regular members.~~

11-120. Vote required for board decisions. The concurring vote of ~~four five~~ members of the board shall be necessary to reverse any order, requirement, decision, or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to effect any variance to the ordinance.

The Old Town Design Standard Review Committee currently is composed of 5 regular voting members and 2 alternate members. The new proposed change to 9 voting members would all the alternate members to be full voting members and provide for 2 new members. These changes require amendments to Section 4-91 Appointment and terms.

Sec. 4-91. Appointment and terms.¶

- A. → *Membership.* ~~The committee membership shall be in compliance with Chapter 2, Article II, Section 2-31(e) for number of members. The committee shall be composed of five regular members and two alternate members appointed by the City Council. Regular members shall be appointed to places numbered 1 through 5 and the alternate members shall be appointed to places numbered 6 and 7. The City Council shall appoint a chair from among the regular members.~~ The director of planning or that person's duly authorized representative shall be an ex-officio member of and shall act as secretary to the committee, but shall have no vote on any matter before the committee. Appointed members of the committee shall hold office at the pleasure of the City Council.¶
- B. → *Terms.* ~~Each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d). Upon initial appointment pursuant to this ordinance, members in the odd-numbered places shall be appointed to serve terms expiring on October 30, 2005, and members appointed to the even-numbered places shall serve terms expiring on October 30, 2006. Thereafter, the terms of office of the members shall be two years beginning on November 1, of the year of appointment. The terms of the odd-numbered places shall expire in the odd-numbered years, and the terms of the even-numbered places shall expire in the even-numbered years. Committee members may be appointed to succeed themselves. Vacancies shall be filled by the City Council for the unexpired term. Newly appointed members shall be installed at the first regular committee meeting after their appointment.~~¶
- C. → *Alternate members.* ~~The alternate members shall serve in the absence of one or more regular members. Alternate members must meet the same qualifications as regular committee members. An alternate member has voting privileges only when sitting in place of an absent member and may be seated in place of any member.~~¶

OPTIONS:

- 1) Approve Ordinance Modification for text amendments to Appendix B, Zoning, Article I, Board of Adjustments and Appendix C, Urban Design Standards, Article IV Old Town Design Standards, Old Town Design Standards Committee as presented
- 2) Approve Ordinance Modification for text amendments to Appendix B, Zoning, Article I, Board of Adjustments and Appendix C, Urban Design Standards, Article IV Old Town Design Standards, Old Town Design Standards Committee with changes
- 3) Deny Ordinance Modification for text amendments to Appendix B, Zoning, Article I, Board of Adjustments and Appendix C, Urban Design Standards, Article IV Old Town Design Standards, Old Town Design Standards Committee

RECOMMENDATION:

Staff recommends approval to accomplish city council goals of increased participation.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

The Planning & Zoning Commission held a public hearing and considered this item at their January 17, 2023 meeting. The commission recommended approval.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com



City of Burleson Boards & Commission

January 23, 2023 City Council Meeting

Board/Commission/Committee Changes Overview

Term limits

Full term = 3 years

Current term limit = 3 full (9 years)

New term limit = 2 full (6 years)

Exception:

Planning & Zoning no change = 3 full (9 years)

Youth members

New Full term = 1 year

New term limit = No term limit

Number of Members

Current number = 5 to 7 (varies)

Voting members = varies alternates do not vote

New number = 9 voting members for ALL

An Ordinance amendment is required.
Ordinances require two readings at two separate meetings.

January 23 1st reading

February 6 Final reading

Ordinance will have an effective date of April 1, 2023. Allows time to go through appointment process.

Transition – term limits – All except P&Z and Youth

Term Transition

All members remain in their current term

Term change becomes effective at the next time for re-appointment

Member A
1st appointment

Term 2021-2024
Remains on board
until 2024

Member B
2nd appointment

Term 2021-2024
Remains on board
until 2024

Appointments in 2024

Member A – served 1 full term 3 years – Can be re-appointed for another full term

Member B – served 2 full terms 6 years – Cannot be re-appointed for another full term

Both members are eligible to be appointed to another board/commission/committee if they apply.

Transition – term limits – Planning & Zoning

Member A P&Z
1st appointment

Term 2021-2024
Remains on board
until 2024

**NO CHANGES
TO CURRENT TERMS**

Member B P&Z
2nd appointment

Term 2021-2024
Remains on board
until 2024

Appointments in 2024

Member A – served 1 full term 3 years – Can be re-appointed for another full term

Member B – served 2 full terms 6 years – Can be re-appointed for another full term

Both members are eligible to be appointed to another board/commission/committee if they apply

Transition – term limits – Youth

Term Transition

All members remain in their current term

Term change becomes effective at the next time for re-appointment

Youth Member

Term 2021-2024
Remains on board
until 2024

Appointments in 2024

Youth member– served 1 full term 3 years – Can be re-appointed for a 1 year term

Youth member – served 2 full terms 6 years – Can be re-appointed for a 1 year term

No term limits – must remain eligible. All boards/commission/committee must be 13 to 17 years of age.

Zoning Board of Adjustments & Old Town Design Standards Review Committee

ZBA

Currently 5 members with 4 Alternates =9

New 9 voting members – will make Alternates voting members

NOT creating NEW vacancy – 2 vacancies exist currently

Old Town Design Standards Review Committee

Currently 5 members with 2 Alternates = 7

New 9 voting members – will make Alternates voting members

Creating 2 NEW vacancy

Transition – 9 Voting members

- Review all boards/commission/committee to obtain how many new appointments are needed
- Follow Council Policy #40 for appointment process

Advisory
Committee on
People
w/disabilities

Animal Shelter
Advisory

Building &
Standards

Capital
Improvement
Advisory

Cemetery

Old Town Design
Standards

Library Advisory

Parks &
Recreation

Planning &
Zoning
commission

Zoning Board of
Adjustments

Zoning Board of Adjustments & Old Town Design Standards Review Committee

Found in Appendix B –Zoning and Appendix C – Urban Design Standards

- Require a Public Hearing - Planning & Zoning Commission and City Council
- January 17, 2023 Planning & Zoning Commission
- January 23, 2023 City Council Public hearing and 1st reading of Ordinance
- February 6, 2023 City Council final reading of Ordinance
- New members appointed and seated by April 1, 2023

Action Requested:

- Hold a public hearing
- Recommend approval of an Ordinance modifying text amendments to Appendix B, Zoning, Article I, Board of Adjustments and Appendix C, Urban Design Standards, Article IV Old Town Design Standards, Old Town Design Standards Committee (First Reading)

ORDINANCE

AN ORDINANCE AMENDING THE CITY OF BURLESON CODE OF ORDINANCES BY AMENDING SECTIONS 11-100 (ORGANIZATION) AND 11-120 (VOTE REQUIRED FOR BOARD DECISIONS) OF SECTION 11 (BOARD OF ADJUSTMENT) OF ARTICLE I (ADMINISTRATIVE) OF APPENDIX B (ZONING) AND SECTION 4-91 (APPOINTMENT AND TERMS) OF DIVISION 5 (BURLESON OLD TOWN DEVELOPMENT STANDARDS REVIEW COMMITTEE) OF ARTICLE IV (OLD TOWN DESIGN STANDARDS) OF APPENDIX C (URBAN DESIGN STANDARDS) BY INCREASING THE NUMBER OF VOTING MEMBERS ON THE ZONING BOARD OF ADJUSTMENT AND OLD TOWN DEVELOPMENT STANDARDS REVIEW COMMITTEE AND TO LIMIT THE NUMBER OF CONSECUTIVE TERMS A MEMBER MAY SERVE ON SAID BOARDS, EXCEPT FOR YOUTH MEMBERS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council desires to increase the number of voting members to nine (9) on the Zoning Board of Adjustment and Old Town Development Standards Review Committee; and

WHEREAS, except for youth members, the City Council desires to limit the number of consecutive terms a member may serve on the Zoning Board of Adjustment and Old Town Development Standards Review Committee to two (2); and

WHEREAS, the City Council desires to amend its ordinances as provided herein; and

WHEREAS, the City Council hereby finds and determines that the amendments and regulations set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, welfare, morals, and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

Appendix B “Zoning,” Article I “Administrative,” Section 11 “Board of Adjustment,” is hereby amended by repealing and replacing Section 11-100 “Organization” to read as follows:

“Sec. 11-100. Organization.

There is hereby created a board of adjustment. The board membership shall be in compliance with Chapter 2, Article II, Section 2-31(e) for the number of members, Section 2-33(a) for qualifications of members, and Section 2-31(d) for terms of members. The City Council may appoint three alternate members who shall serve in the absence of one or more regular. All cases to be heard by the board of adjustment must be heard by a minimum number of the seven members. The alternate members shall serve for the same terms and shall be subject to removal the same as regular members. Vacancies in the positions of alternate members shall be filled in the same manner as for regular members.”

Section 2

Appendix B “Zoning,” Article I “Administrative,” Section 11 “Board of Adjustment,” is hereby amended by repealing and replacing Section 11-120 “Vote Required for Board Decisions” to read as follows:

“Sec. 11-120. Vote Required for Board Decisions.

The concurring vote of seven members of the board of adjustment shall be necessary to reverse any order, requirement, decision, or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to effect any variance to the ordinance.”

Section 3

Appendix C “Urban Design Standards,” Article IV “Old Town Design Standards,” Division 5 “Burleson Old Town Development Standards Review Committee,” is hereby amended by repealing and replacing Section 4-91 “Appointment and Terms” to read as follows:

“Sec. 4-91. Appointment and Terms.

- A. *Membership.* The committee membership shall be in compliance with Chapter 2, Article II, Section 2-31(e) for number of members. The director of planning or that person’s duly authorized representative shall be an ex officio member of and shall act a secretary to the committee, but shall have no vote on any matter before the committee. Appointed members of the committee shall hold office at the pleasure of the City Council.
- B. *Terms.* Each member shall serve terms in compliance with Chapter 2, Article II, Section 2-31(d).”

Section 4

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 5

This ordinance shall be cumulative of all provisions of the City Code and other ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

Section 6

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 7

This ordinance shall be in full force and effect on and after April 1, 2023. The City Secretary shall provide for the publication of this ordinance after its passage and as provided by law.

First Reading: the _____ day of _____, 20____.

Final Reading: the _____ day of _____, 20____.

PASSED AND APPROVED this the _____ day of _____, 20____.

Chris Fletcher, Mayor

(Seal)

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney